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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Law Society's Meeting.

THE GENERAL meeting of the Law Society, which was held on 29th January, will be specially memorable in the future for the fact that the president, Col. Sir CHARLES E. LONGMORE, wore the uniform of the 1st Reserve Herts Regiment, which he commands, and for the statement he was able to make of the number of solicitors and articled clerks who are serving with His Majesty's Forces. We announced recently (*ante*, p. 199) that the number notified to the secretary of the Law Society up to 31st December was 2,490. Sir CHARLES LONGMORE now reports a total of 2,812, namely, 1,831 solicitors and 981 articled clerks. It is not surprising that he omitted the address on current legal matters, which under other circumstances the meeting would have been glad to hear, and which would have supplied the omission of the usual presidential address in the autumn.

Junior Counsel's Fees.

THE ACTUAL subject of debate related to the proportion between senior and junior counsel's fees, and as to that it is perhaps sufficient to note that, despite meetings between representatives of the Bar Council and the Council of the Law Society, the question does not seem to get much nearer to a settlement. The information given by some of the speakers suggests, however, that the rule for which the Bar Council contend is neither so old nor so well established as they seem to suppose. We may repeat the suggestion we have already made that the proper compromise will lie in dividing the fee paid to a "fancy" counsel into his ordinary fee and a special fee. The junior, unless he, too, could command a fancy price, would have his proportion of the ordinary fee.

Merchant Ships and Enemy Submarines.

THE WAR at sea has entered on a new phase with the summary destruction of British merchantmen by German submarines. According to British practice the destruction of a prize before adjudication by a Prize Court is improper unless the prize is in such a condition that she cannot be taken into port, or unless no prize crew can be spared. But it has been comparatively easy for Great Britain to establish this rule

because her Prize Courts are to be found all over the world. Other nations have not the same facilities for taking a prize into port without running the risk of recapture, and hence a rule more favourable to the captor is generally recognized, and it is perhaps correct to say that, according to non-British maritime law, the captor may destroy his prize if it is not practicable for him to take it before a Prize Court (see *ante*, p. 52). On this principle *The Emden* and other German cruisers destroyed numerous ships, but they recognized their duty to remove the crew and the ship's papers and to secure their safety. In principle there is no difference between capture by a cruiser and capture by a submarine, provided the latter really effects the capture. She must do this and place the crew and papers in safety, otherwise she commits a breach of International law, and such breach was, we take it, committed when *The Ben Cruachan* and other steamers were sunk last Saturday in the Irish Sea. The capture apparently was effected, but the duty of seeing to the safety of the crew was not discharged by ordering the crew to take to their boats and leaving them to the chance of being picked up. It has been suggested that the crew of a merchantman if properly armed should be able to resist boarding by a detachment from a submarine, and they would no doubt be justified in doing so. The crew of a merchantman may resist attack, though they may not attack. This point has been explained by DR. PEARCE HIGGINS in his paper on Armed Merchant Ships which we noticed recently (58 SOLICITORS' JOURNAL, p. 860). The submarine has, however, more summary methods of asserting its power than sending officers on board (see Captain MOIR'S letter in the *Times* of the 4th inst.), and at present the merchant marine seems to be helpless against this form of attack.

Contraband Foodstuffs.

WE REFERRED last week (*ante*, p. 229) to the established rule as to conditional contraband. The condition is that it shall be destined for the belligerent forces; if it is destined for the civil population it is not contraband, and the traffic in it between a neutral and one belligerent country cannot be interfered with by the other belligerent. This is the case with foodstuffs. But a new and extremely interesting position has arisen in consequence of the announcement from Berlin that the German Government has taken over either directly or indirectly—as to the mode adopted we are not clear—the distribution of all the corn and flour in the country. Does this make the condition universal, and in effect turn all corn and flour from conditional to absolute contraband? Of course it is assumed that these, if imported, will fall under the same rule and will be delivered to Government agents, and if the modification of the Declaration of London introduced by Great Britain were binding on other nations this fact would be conclusive; for the Order in Council of 29th October (*ante*, p. 46) declares that the condition is fulfilled "if the goods are consigned to or for an agent of the enemy State." No doubt the actual consignee might be a private merchant, but if it was notorious that he would at once have to hand over the goods to the Government that would not save them. And indeed this is made clear by Art. 34 of the Declaration, under which the condition is fulfilled if the goods are consigned to a contractor in the enemy country who notoriously furnishes such articles to the enemy. But the Declaration of London, whether with or without the British modifications, is not generally binding, and the United States has intimated quite clearly that it recognizes only the general principles of international law and not any municipal adaptations of them. But dealing with the matter on general principles we should probably reach the same result. Foodstuffs destined for the armed forces of the enemy fulfil the condition and are contraband; if destined for the civil population, they do not fulfil the condition and are free. If, however, the belligerent government, whose function it is to supply the armed forces, also undertakes the function of supplying the civil population, it becomes impossible to distinguish between the one destination and the other, even though the department in question may be a civil department. The point seems to be novel, but surely the adverse belligerent would be entitled to treat the whole supply as destined for the armed forces, and we imagine that this is the view that the British Government will take—indeed there already has been report of some decision to this effect—and that it would be supported in the Prize Court. The result seems to be that Germany by her own action has placed herself in a state of blockade, though doubtless this country will abstain as long as possible from taking measures which would in fact cause pressure upon the non-combatant enemy population. With them we have no quarrel.

Farm Walls and Site Value.

IT WAS no doubt inevitable that the valuation clauses of the Finance Act, 1910, in laying down rules as to valuation in general terms, should leave considerable room for uncertainty as to their application to particular cases. This has been specially felt in applying the rule in section 25 (2) for arriving at "full site" or, more intelligibly, divested value. This is the value which the land would realise if "divested of any buildings and of any other structures which are appertinant to or used in connection with any such buildings." In the *Norton Malreward case* (58 SOLICITORS' JOURNAL, p. 335), SCRUTTON, J., held that a formed road was a structure, but in *Waite's Executors* v. *Inland Revenue Commissioners* (1914, 3 K. B 196), he refused to allow divesting of embankments or sea walls erected to protect a Lincolnshire farm from the sea. These might be "structures," but they were not used in connection with buildings. The question has arisen again, this time before ROWLATT, J., in *Morrison* v. *Inland Revenue Commissioners* (*Times*, 26th January), the point now being whether walls on a farm used not only as boundary walls, but also for protecting sheep from storms, must be treated as divested in order to arrive at the site value. The walls were five or six feet high and were built without mortar. If one were redrafting the section, there would be a good deal to be said for divesting such walls just like any of the farm buildings; but it is difficult, without straining language, to treat them as "buildings"—this term denotes something more than a wall, even if the wall has adventitious value as protection and while no doubt they were structures, they were not used in connection with buildings; indeed it was their remoteness from buildings which gave them part of their value. Hence the learned judge upheld the decision of the referee and refused to allow them to be divested.

Undeveloped Land Duty.

MR. JUSTICE ROWLATT has also given another interesting decision in *Brake* v. *Inland Revenue Commissioners* (*Times*, January 27th), in this case with regard to undeveloped land duty. Under the Finance Act, 1910, s. 16 (2), land is deemed to be undeveloped land "if it has not been developed by the erection of dwelling houses or of buildings for the purposes of any business, trade or industry other than agriculture, or is not otherwise used *bona fide* for any business, trade, or industry other than agriculture." But supposing the owner of the land carries on the business of a developer of land, and although he has not actually developed the land in question by the erection of houses, nevertheless holds it with a view to the requirements of his business. Is it then used *bona fide* for "any business, trade, or industry?" It seems to have required a little ingenuity to make the point, and it did not appeal to the learned judge. "It seemed," he is reported to have said, "too clear for argument that the use of land for any business, trade or industry meant the employment of the land as land, that is, its employment physically; not because 'physically' must be read into the section before 'used,' but because use of the land meant its use as land. The use of land meant by the statute was not its use as a saleable article held in a condition in which, regarded as land, it was unused or used only for agriculture, whether as a sample or marketable commodity." All which, we imagine, is reasonably clear.

Married Women and Bankruptcy.

AN IMPORTANT question as to the liability of a married woman to be made bankrupt resulted in *Re A Debtor* (Weekly Notes, 1915, p. 36) in a difference of opinion in the Divisional Court (HORRIDGE and ROWLATT, JJ.). The liability of married women to bankruptcy proceedings was introduced by section

1 (5) of the Married Women's Property Act, 1882, but this was restricted to the case of a married woman carrying on a trade separately from her husband, and it subjected her to the bankruptcy laws only in respect of her separate estate. This was altered by section 12 (1) of the Bankruptcy and Deeds of Arrangement Act, 1913—now section 125 (1) of the Bankruptcy Act, 1914—which provides that "every married woman who carries on a trade or business, whether separately from her husband or not, shall be subject to the bankruptcy laws as if she were a feme sole." In the above case a single woman was in 1913 carrying on the hay and corn business of a testator as administratrix with the will annexed. In the early part of 1914 she discovered that the business was insolvent, and she instructed an accountant to collect the book debts, and endeavoured, without success, to sell the business. On 10th June she ceased actively to carry it on, and shortly afterwards sold most of the stock by auction. On 24th July she sent out a circular to the creditors, which was an act of bankruptcy, and she married on 25th July. A bankruptcy petition was presented on 29th October. She was then in possession of a small amount of stock, and some book debts were still outstanding. The Registrar at Birmingham dismissed the petition, on the ground that the debtor had ceased to carry on business, and there was an appeal to the Divisional Court. Now, in *Re Dagnall* (1896, 2 Q. B. 407), where a married woman had been carrying on business, VAUGHAN WILLIAMS, J., considered that the trading continued so long as any of the trade debts remained unpaid, and this was followed in *Re Worsley* (1901, 1 Q. B. 309, C.A.). Hence it would seem that the debtor in the present case was still carrying on a business at the date of the bankruptcy petition, so that she was liable to be made bankrupt, and of this opinion was ROWLATT, J. Mr. Justice HORRIDGE, however, distinguished *Re Dagnall*, on the ground that there the debts were incurred when the debtor was already a married woman, and the appeal, accordingly, was dismissed. The point is an arguable one, but we incline to think that the distinction is unsound, and that ROWLATT, J., was right in saying that the principle of *Re Dagnall* applied. The marriage did not interrupt the carrying on of the business, if this was really being carried on. It may be said, of course, that *Re Dagnall* was wrong, and that a person who has in fact ceased to carry on business should not be deemed to carry it on because he has not paid the debts. But that is another matter. What, by the way, has become of section 1 (5) of the Married Women's Property Act, 1882? Surely it is not now wanted, but we do not find that it has been repealed.

Can a Rating Appeal be heard by Consent out of the Jurisdiction?

WE ARE informed that at a recent sitting of the Borough Sessions at Dover, application was made to the Recorder with the mutual consent of the parties to allow an appeal from a rate to be heard in London. The Recorder asked whether there was any authority in support of the application and was told that there was nothing directly in point; but that the Admiralty Court of the Cinque Ports, which sits as formerly in the church of St. James at Dover, occasionally, by the consent of parties, sits in London or elsewhere, and that it had, in fact, sat in London with the assent of its judge, the late Mr. COHEN, K.C. The matter has, we believe, been reserved for further consideration, and involves, we think, some points of general interest. Apart from the consent of the parties, we cannot doubt that the Recorder would have had no right to order that the hearing of the appeal should be transferred to London. The Recorder sits as sole judge of the court of quarter sessions, but his authority does not extend beyond the local limits of Dover. It used to be said that the old jurisdiction of counties was local; they were like different kingdoms, and a similar observation applies to the other divisions of justices of the peace. The Recorder, when beyond the limits of Dover, is no recorder at all. By the general rule of the common law, the venue in criminal matters is co-extensive with the jurisdiction, which, in the case of a borough like Dover, would be the limits of the borough. Was then the matter altered by the consent of the parties? We can quite understand that in a rating case, involving the attendance of valuers and scientific witnesses, the inquiry may be less expensive and more convenient if held in London instead of in a seaport town. But the ratepayers of the borough have an interest in a local inquiry which cannot wholly be disregarded. An agreement to refer the appeal to the recorder as an arbitrator, who might then fix the place of hearing in London, would perhaps afford a solution of the difficulty; but this expedient does not seem to have occurred to the parties.

Liability of Assignees of Leases.

THE DECISION of the Divisional Court in *Purchase* v. *Lichfield Brewery Co.*, reported in the January Law Reports (1915, 1 K. B. 184), illustrates an interesting point in the law as to the assignment of leases, and also shews once again the severe restrictions on the doctrine of *Walsh* v. *Lonsdale* (21 Ch. D. 9) which at first looked like abolishing the distinction between leases and agreements for leases. The tenant under an agreement in writing not under seal for a lease for fifteen years purported to assign the term by deed by way of mortgage. The mortgagees accepted the assignment, but did not execute the deed or go into possession. The question was whether they were liable for rent. Now the doctrine of the direct liability of an assignee of a lease to the lessor on the covenants in the lease has a curious history. Originally he was only liable if he had entered, and an allegation of entry was essential in an action to enforce his liability, though it came to be merely formal (*Cook* v. *Harris*, 1698, 1 Ld. Raym. 367), and this was held to be so in the case of a mortgagee by assignment (*Eaton* v. *Jacques*, 1780, 2 Doug. 454); but the doctrine of these cases was overruled, and it was established that the assignee was liable by virtue of the mere assignment, without entry—for this created a privity of estate—whether the assignment was absolute (*Walker* v. *Reeves*, 1781, 2 Doug. 461n), or by way of mortgage (*Williams* v. *Bosanquet*, 1819, 1 Brod. & B. 238), provided, at least, he had accepted it. This is the foundation of the practice of taking mortgages by sub-demise instead of assignment. But with the assignment in law which takes place on death the course of doctrine has been different, and an executor does not become liable as assignee unless he has entered (*Wollaston* v. *Hakewill*, 1841, 3 Man. & Gr. 297); and even then he can limit his liability for rent to the annual value of the premises, though he cannot limit his liability on the covenant generally (*Rendall* v. *Andreæ*, 1892, 61 L. J. Q. B. 630). But the liability of the assignee depends upon privity of estate, and when there is no lease, but only an agreement for a lease — and the agreement in the present case could only operate as such, and not as a lease, for want of sealing — the tenant has no estate which he can vest in the assignee by assignment, unless the doctrine of *Walsh* v. *Lonsdale* can be invoked. The exact limits of that doctrine cannot be stated in a few words, and we may refer to the judgment of FARWELL, J., in *Manchester Brewery* v. *Coombs* (1901, 2 Ch. 608, at p. 617); but, speaking generally, it does not apply so as to dispense, in matters depending on assignment, with the regular passing of the legal estate: see *Friary, &c., Breweries* v. *Singleton* (1899, 1 Ch. 86); *Gentle* v. *Faulkner* (1900, 2 Q. B. 267). In the present case the Divisional Court excluded *Walsh* v. *Lonsdale* on the ground that that case only applied where specific performance could be had between the parties to the action, and an assignee of an agreement for a lease could not obtain specific performance. As a general proposition this is perhaps open to question (see *Dowell* v. *Dew*, 1 Y. & C. C. C. 345), though there would be a difficulty where, as in the present case, the consent of the landlord was necessary. But, having regard to *Walsh* v. *Lonsdale*, and the course of decisions since, the Court was apparently quite justified in requiring the actual passing of a legal estate as the condition for liability of the assignee.

Sale of Pledge at an Enhanced Value.

APPLICATION FOR advice was recently made by a lady to a metropolitan police magistrate under the following circumstances. She had pledged a diamond ring with a pawnbroker for £15; the pledge became unredeemable through her inability to keep up the payments of interest, and the ring was sold by auction. She

obtained inspection of the pawnbroker's books and discovered that he had bid for and purchased the ring for £17, and had afterwards exposed it for sale in his window as a great bargain at the price of £27 10s. The magistrate declined to give any opinion, but recommended the applicant to apply to a solicitor. Assuming that the facts were as stated, it seems that the applicant had no remedy. It did not appear that there was, after deducting the costs and charges of the sale, a surplus over and above the amount of the loan and profit due at the time of the sale. The pawnbroker was entitled to be a purchaser at the auction, and thereupon became absolute owner (Pawnbrokers Act, 1872, s. 19). Consequently he could resell it at a profit without any further liability.

Estates by Estoppel.

I.

THE doctrine of estoppels, say Sir EDWARD COKE, is an excellent and curious kind of learning (Co. Litt. 352a)—excellent, no doubt, for its subtlety, and curious because its utility was problematical. Moreover, since estoppels "conclude" a man from alleging the truth (*ibid.*), they are odious (see *Palmer* v. *Ekins*, 2 Ld. Raym., p. 1552). But—putting aside estoppel by matter of record—we must distinguish between the estoppel which arises on deeds and estoppel by representation; the former, as JESSEL, M.R., observed in *General Finance, &c., Co.* v. *Liberator Building Society* (10 Ch. D., p. 20), is founded on authority, though perhaps not on reason; the latter is founded both on authority and reason; and he declined to carry estates by estoppel further than the decisions compelled him.

Estoppel by representation is the special development of modern times; estoppel by deed, and in particular the doctrine of estates by estoppel, has been the subject of judicial discussion from the earliest times, and it is full of interesting points. For instance, if we refer to cases like *Heath* v. *Crealock* (10 Ch., p. 30), or *General Finance, &c., Co.* v. *Liberator Building Society* (*supra*), it would seem that no estoppel arises when a man merely conveys by deed that which he has not got; there must be a representation on the deed that he has got the estate which he purports to convey. Usually this is by recital; and the recital must be a precise averment that he has that particular estate. Otherwise the conveyance is "innocent" (*Heath* v. *Crealock*, *supra*; *Lovett* v. *Lovett*, 1898, 1 Ch. 82), and passes no other interest than that which the grantor has. Thus a recital that the grantor is "seized or otherwise entitled in fee simple", is, in effect, a statement that he has an estate either at law or in equity, and does not pass the legal estate by estoppel (*Heath* v. *Crealock*). But this is not so in the case of a lease. The mere fact that a lease is made by deed raises an estoppel against the lessor; and, even though he has no title, it creates a good lease by estoppel as between himself and the lessee (*Strowd* v. *Willis*, 1 Cro. Eliz., 362; *Palmer* v. *Ekins*, *supra*). *Prima facie* there seems to be no reason why the same rule should not apply to every grant by deed, and LEACH, V.C., so held in *Bensley* v. *Burdon* (2 S. & St. 519); but, in fact, there was in that case an averment of title, and the decision was affirmed on this ground (8 L. J. Ch. (O. S.) 85). As regards the Vice-Chancellor's enunciation of the general rule that a conveyance by indenture of itself works an estoppel, this has been held to be wrong (*Right* v. *Bucknell*, 2 B. & Ad. 278; *Heath* v. *Crealock*, 10 Ch. App. 34; *General Finance, &c., Co.* v. *Liberator Building Society* (*supra*)). Of course in the case of a lease, there is the further estoppel arising from the relation of landlord and tenant, or rather, perhaps, from delivery and acceptance of possession, and this may have had something to do with preserving the estoppel by indenture of demise. At any rate the two estoppels are not readily distinguishable.

But the doctrine of estates by estoppel is subject to the rule that there is no estoppel where an interest passes. The exact scope of the rule seems never to have been clearly determined. Does it mean that there is no estoppel where any interest whatever passes? If so, then where a lessee for ten years sub-leases for twenty, there is no estoppel as to the further ten years, since an interest for the first ten years passed. Or does it mean only that there is no estoppel where the lessor had an estate which in law was sufficient to support the lease? In this case, if tenant for life leased for twenty years, an interest—though defeasible—for the whole twenty years would pass, since the freehold estate is in law greater than the term, and there would be no estoppel: but in the case just put of a lessee for ten years sub-demising for twenty years, there would be an estoppel as to the second ten years, since the estate of the sub-lessor could not possibly cover the whole of the sub-term.

Originally it may be that the latter was the true view. For practical purposes the rule begins with its enunciation by Sir EDWARD COKE—"Whensoever an interest passeth from the party there can be no estoppel against him" (Co. Litt. 45a; see 47b). In terms this includes any interest whatever, but in fact the rule is stated with reference to a lease by tenant for life (*Treport's case*, 6 Co. Rep. 14b), and it seems to contemplate the passing of an interest which in the beginning is sufficient to support the lease. And the doctrine is explained in this way by Lord HOLT in *Gillman* v. *Hoare* (1 Salk. 275); *S. C. Holman* v. *Hore* (3 Salk. 152); *Hilman* v. *Hore* (Carth. 247). The tenant for life, he said, has a freehold, which is the greater estate, and the lease will need no estoppel if the life endures; and this appears still more clearly in the report in CARTHEW. The difference, it is said, is where the indenture immediately passes such an interest as was intended by the parties, and afterwards, by some matter *ex post facto*, that interest is determined by the extinguishment of the estate of the lessor; and, as a further illustration, the case of a lease by a disseisor is instanced; there is no estoppel upon its being determined by the entry of the disseisee.

But while it is clear that there is no estoppel where the estate of the lessor, which was originally sufficient in law to support the lease, is determined during the lease, it is doubtful whether this really represents the limit of the rule. The test case is that which we have already put; a lease for twenty years by a termor for ten years. It has been sometimes assumed that here, too, there can be no estoppel, since an interest passes (see *Anon.*, 1 Ventr. 358; Vin. Abr. "Estoppel," p. 483); but Bacon's Abridgment (Vol. 4, "Leases," p. 853), in noticing this case, adds a *quære* (*cf. Blake* v. *Foster*, 8 Term Rep., p. 490), and *Rawlyns' case* (Jenkins, Sixth Century, case 46, p. 254; this point does not appear in the report in 4 Co. Rep. 52a), is directly to the contrary. In the case in VENTRIS there is a remark of PEMBERTON, C.J., intended to throw light on the subject, but it seems only to obscure it (see also the remark of the same judge in *Paulin* v. *Hardy*, Skin. 2, which intimates that the passing of an interest does not necessarily exclude an estoppel). In *Gilman* v. *Hoare* (1 Salk. 275) it seems to have been held that a lease might take effect, first by estoppel, and then in interest; and conversely it might be thought that it could take effect, first by interest, and then by estoppel. *Gilman* v. *Hoare*, however, is not a satisfactory authority (see *Langford* v. *Selmes*, 3 K. & J., p. 227). In any case the head term must not appear on the sub-demise, for this would exclude any estoppel. There is no estoppel where the defect of title appears on the face of the lease (*Pargeter* v. *Harris*, 7 Q. B., p. 728; *Cuthbertson* v. *Irving*, 4 H. & N., p. 757).

[*To be continued.*]

The Dangers of Statutory Forms.

IF brevity be the soul of wit, it is hardly the sole, or even the predominant, desideratum in a legal instrument. And if the omission of a clause in reliance on a statutory power, and the implication of a statutory covenant, simplify (as some call it) conveyancing, there is another side to the medal. For such forms must be inclastic, and, even if the student study and memorise them, there is more likelihood of forgetfulness of, and inadvertence to, details in the press of business than where an express form, habitually and frequently copied, is being adapted to the case in hand, and written down. And further, a perusal of a modern concise instrument may well induce uncertainty, if not positive misconception, in the mind of an intelligent unprofessional reader. None the less, thirty years' experience has suffi-

ciently shewn the practical safety and convenience, on the balance, of such forms, though it has also taught that they should never be used without a consideration of their effect in the circumstances of each case.

The Legislature intended section 6 of the Conveyancing Act, 1881, to render the use of general words obsolete; no one suggested, however, that the general words incorporated by that section in a modern conveyance would fit every possible case. Yet according to *International Tea Stores Co.* v *Hobbs* (1903, 2 Ch. 165) they pass to a purchaser (or mortgagee) all rights of way that are actually used at the date of the conveyance, albeit such rights are used only by the vendor's permission—in other words, only precariously. What was a mere accommodation may thus inadvertently be converted into an easement, unless, whenever the statutory general words comprise more rights than are included in the bargain between the parties, these words be most carefully and adequately shorn of their pernicious effect. It surely behoves the young draftsman never to lose sight of such sources of discomforture in modern practice.

And, in passing, it may be useful to recall that, in any transaction dealing with part of a property, it is essential to inquire as to any easements of light which would arise, by implication, when the windows of the part sold derive light over the residue retained by the vendor; otherwise the opportunity may be lost of preventing what was intended to be a mere accommodation becoming a valid easement of light and air as against the vendor and his successors in title: *Swansborough* v. *Coventry* (9 Bing 305), *Born* v. *Turner* (1900, 2 Ch. 211). This last point, however, is merely part of the general proposition that, when a person is selling or mortgaging a fraction of an estate, it is highly prudent in him to consider if, and how, the transaction may affect the amenity and sale value of the residue, and suitably to safeguard himself from loss either by obtaining an enhanced price, or protecting himself by restrictive conditions.

It appears, therefore, that in drafting a contract of sale, or in perusing a conveyance, the maxim that a grantor may not derogate from his grant is well worth calling to mind. And there is another maxim—that a written contract may not be contradicted, or altered, by extrinsic evidence—which will, it should be remembered, apply to any statutory covenants, incorporated in an instrument, and which will, as we have always thought, cause trouble where such covenants are incorporated without a close attention to their exact terms and full meaning. For instance, if a contract for the sale of an underlease were to state the that legal term was outstanding in R, and to stipulate that the concurrence of R in the conveyance is not to be required, and that the vendor is not to be required to get in any outstanding term or interest; and if nevertheless, the vendor in the assignment convey as beneficial owner; the effect will evidently be totally inconsistent with the vendor's intention. For the words "as beneficial owner" imply, a covenant, *inter alia*, for further assurance, and the moment the vendor executed the assignment, the right, which had been so carefully excluded by the contract, would be revived, and could, of course, be at once enforced by the assignee, unless the vendor obtains rectification of the conveyance (*Fenner* v. *MacNab*, 107 L. T. 124). So, likewise, if a contract for sale stipulate that incorrect statements in the particulars, are not to annul the sale, or be a subject of compensation, this contract cannot negative or contradict the language of the covenants implied in the conveyance; and should the vendor, as beneficial owner, convey a strip of land to which, as it turns out, he has no title in consequence of adverse possession, he will be liable in an action for breach of the implied covenant for good right to convey in respect of this strip: *Eastwood* v. *Ashton*, (1913, 2 Ch. 39), *May* v. *Platt* (1900, 1 Ch. 616).

The question, which is so neatly illustrated by these authorities, of the merger of an agreement for sale in a conveyance on sale is of some little interest and importance in daily conveyancing practice. It may, therefore, be useful to bear in mind that, where there is a preliminary contract which is afterwards reduced into writing, the rights and obligations of the parties are governed entirely by the written word; and should there be any difference between the oral and the written contract, the latter is superior and conclusive. So, also, in the common case of an executory written agreement followed by a deed, the real completed contract between the parties is to be found in the deed; and one has no right whatever to look at the agreement, even though it is recited in the deed, except for the purpose of construing the deed itself. It is only in an action for rescinding an instrument on the ground of fraud, or for rectifying it on the ground of mistake, that the preliminary contract may be given in evidence, examined and compared, and that the later instrument, deliberately entered into to effect the earlier contract, may be rescinded or corrected (*Leggott* v. *Barrett*, 15 Ch. Div. 306, 309; *Millbourn* v. *Lyons*, 58 SOLICITORS' JOURNAL, 578; 1914, 2 Ch. 231).

The conclusion to which we must inevitably come is that the modern statutory provisions are good servants, but extremely bad, if not mischievous, masters. They do not add to the happiness of a copyist, who, by not discovering and heeding their effect, may gratuitously give away in the governing instrument more than was agreed. Paradoxical as it may appear, it is quite correct to say that a copyist may err by not using the exact language of a statute (*Re Ethel and Mitchell and Butler's Contract*, 1901, 1 Ch. 945), as well as by a too slavish adoption of such language, the latter cases being, of course, those in which a word-phrase in an Act has a comprehensive import which it would not have in a deed without the addition of an interpretation clause.

The burden of any limitation of the legal rights of a grantee is on the grantor; and it has to be clearly expressed: *Re Bloomfield and Williams* (1897, 1 Ch. 602). This was always a responsibility, and it has become a more exacting one if, as some observers think, there is an increasing tendency in the rising generation to be strict and businesslike, and to accept the position created by another's omissions and inaccuracies.

In the preparation of a legal instrument there are several desiderata, but it is immunity of the client from controversy and litigation, not brevity, which is always the predominant one. To achieve such immunity, though, foresight and caution are essential. Brevity, as we has seen, may be purchased too dearly.

Reviews.

County Court Practice.

THE ANNUAL COUNTY COURTS PRACTICE, 1915. Edited by WILLIAM CECIL SMYLY, K.C., LL.B. (Cantab), Judge of County Courts, and WILLIAM JAMES BROOKS, M.A. (Oxon), Barrister-at-Law. WITH SPECIAL CHAPTERS ON EMPLOYERS' LIABILITY AND WORKMEN'S COMPENSATION, by GILBERT STONE, B.A., LL.B., Barrister-at-Law; ON COSTS AND COURT FEES, by W. H. WHITELOCK AND ARTHUR L. LOWE, Registrars of the Birmingham County Court; and on ADMIRALTY and MERCHANT SHIPPING, by H. H. SANDERSON, Solicitor, of Hull. Sweet & Maxwell (Limited): Stevens & Sons (Limited). £1 5s.

The editors point out in the preface to the new edition of the Annual County Courts Practice that the County Court Rules, 1914 (No. 3), consolidate fourteen out of the seventeen sets of Rules published since the Rules of 1903, so that the County Court Rules and Forms now consist of the Rules and Forms of 1903, as varied by the Rules of 1914, and of three special sets of rules—the County Court (Agricultural Holdings) Rules, 1909 (Ord. 41); the National Insurance Act, 1911, Rules (Ord. 42A); and the Trade Union Act, 1913, Rules (Ord. 41B). The editors have continued the convenient arrangement, introduced in the last edition, of presenting the General Rules with notes at the commencement of the volume, and then placing special Rules, such as those we have just mentioned, under their proper heads. This means that there are gaps occasionally in the Rules as first given. Thus, at p. 590, we pass from ord. 38 to ord. 44, all the intermediate orders being concerned with special subjects. The nature of these is indicated in a note, but it would help if reference were given to the pages where they are to be found, and also if orders 41B and 42A were specifically referred to here.

There has been during the year no special county court legislation—the County Courts Bill, which was hopeful some four years ago, now seems further from realization than ever—but the emergency legislation has of course affected county courts, and the Courts (Emergency Powers) Act, 1914, with rules 1 and 2 of the General Rules, and also the whole of the County Courts (Emergency Powers) Rules, are printed at pp. 901 *et seq.* The plan of having special subjects dealt with by experts in the particular branches of law has been continued in the present edition, the various subjects being brought

up to date, and the marking on the edges of the book enables the practitioner to turn at once to the part he wants. The divisions thus indicated are Acts, Rules, Forms, Costs, Admiralty and Workmen's Compensation. In addition, a large part of the volume is devoted to the jurisdiction under special statutes, and there is a copious and well-arranged index. A useful feature is the statement of the rules of evidence in Chapter VIII. Altogether the work is a very full and helpful guide to county court practice.

Children.

THE LAW RELATING TO THE CHILD: ITS PROTECTION, EDUCATION, AND EMPLOYMENT. WITH INTRODUCTION ON THE LAWS OF SPAIN, GERMANY, FRANCE AND ITALY, AND BIBLIOGRAPHY. By ROBERT WOLSTENHOLME HOLLAND, M.A., M.Sc., LL.D., Barrister-at-Law. Sir Isaac Pitman & Son (Limited). 5s. net.

The question of the relation of children to the law is one in which much advantage is likely to be gained by comparing the provision as to children made by different countries, and Dr. Holland has very usefully collected in his introduction information as to the countries mentioned on his title page. Details, of course, are out of the question, but, as regards Germany and France, he intimates that the lines along which these countries have advanced are very similar to those followed in England. Spain as long ago as 1878 made provision for the protection of child life, but since the regulations for carrying out the law are issued by the Minister of War, it may be inferred that the authorities had in view rather military efficiency than child welfare. In Italy it seems that the protection of children is still rather in the sphere of theory than of legislative performance.

Turning to English law, this is stated by Dr. Holland under its various aspects. "The child's well-being," he says, "has during the last ten years been most carefully considered, and no branch of legislation has made more rapid strides and shown greater daring in the direction of social reform than that in favour of children." With this movement Lord Alverstone, as is well known, has been intimately connected. Protection has been granted by statute both as regards moral and physical welfare; these form the subject of Dr. Holland's first two chapters, and the protection of infant life is considered in Chapter III. The custody and maintenance of infants, which are the subject of Chapter IV., lead to a consideration of the father's common law right, and of the position and appointment of guardians, mainly with reference to the Guardianship of Infants Act, 1886. Then follow chapters on religious and secular education, on education of defective children, on the prevention and punishment of crime, and on restrictions on employment. The whole represents a wide field, the treatment of which might have run to great length; but Dr. Holland, by judicious arrangement and compression, has succeeded in giving a clear and connected account of child-life and the law within a very moderate space. The book is one which will be useful to the lawyer in his practice, and also to magistrates and others who have frequently to consider the proper treatment of children from the legal point of view.

Books of the Week.

Workmen's Compensation. — Workmen's Compensation and Insurance Reports, 1914; with Annotated Digest, containing all cases in the House of Lords, Court of Appeal (England), Court of Sessions (Scotland), Court of Appeal (Ireland), and Selected Cases in the High Court of Justice. Edited by GILBERT STONE, B.A., LL.B., Barrister-at-Law. The Reports and Digest Syndicate (Limited); Stevens & Sons (Limited); Sweet & Maxwell (Limited); W. Green & Sons (Limited).

Correspondence.

Counsel's Fees.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The discussion at the Law Society's meeting on this important subject was quite interesting, though it was rather surprising to hear from the City Solicitor (Sir Homewood Crawford) and representatives of the City of London Solicitors' Company that there was no "rule" (I only called it a "rule of practice") as to the proportion of counsel's fees, and it would be interesting to know in what proportion they mark the briefs they deliver.

The Bar Council, however, are not in any doubt about the matter, for:

1. In 1900, after (they allege) careful inquiry, they formulated the following as the "practice of the bar":

> That by long-established and well-settled custom a junior is entitled to a fee of from three-fifths to two thirds of his leader's fee. And that although there is no rigid rule of professional etiquette which prevents him from accepting a brief marked with a fee bearing a less proportion to his leader's fee, it is in accordance with the *practice* of the profession that he should refuse to do so in the absence of special circumstances affecting the particular case, and that he should be supported by his leader in such action.

2. In June, 1914, after having seen the Council of the Law Society, they came to the following decision:

> The Council are of opinion that it is most desirable in the interest of the public, as well as in the interest of both branches of the profession, that the relationship between the fees payable to counsel engaged for the same client should continue to be governed by the present well understood "rule."

At the annual general meeting in July, 1914, the report of the Council of the Law Society was presented, in which it was stated in reference to this matter that "it was high time the bar realised that the members of the solicitor branch of the profession, being officers of the court, should have a voice in such matters, and that one thing that ought to be altered was the payment by the litigant of the fee of the barrister's clerk—a practice which ought to have been put an end to long ago.

It seems desirable, therefore, in the interest of the public as well the profession, that the matter should not be allowed to drop, but that some rule or definite understanding should be come to between the two branches.

The strange part of the matter is that nothing unreasonable is asked for, only the abrogation of an old "rule of practice" which was laid down under circumstances very different from the present, and which has, through the circumstances being entirely changed, become unfair and unjust, and which it is agreed by all (except the Bar Council) should now be altered.

Why the value of the work and ability of a junior counsel should depend on the amount paid to a leading counsel it is difficult to say. Surely, his work ought to be judged and paid for on its own merits. Personally, I think the present scale of fees to junior counsel is, in many instances, inadequate—*e.g.*, settling pleadings (especially claims) or advising on evidence, two guineas. In each of these cases the fee should be larger, as a considerable amount of work and anxiety is involved in each of such matters

Any self-made rules of the Bar Council are nothing short of a scandal nowadays, and ought to be abolished. Others who are affected ought surely to be consulted. . . .

Let us hope that the Bar Council will come to some amicable understanding with the Law Society, and not let Friday's meeting become only—a first-class funeral without any flowers!

15, Old Jewry chambers, E.C., Feb. 2. F. BRINSLEY-HARPER.

CASES OF THE WEEK.

House of Lords.

MAISEL *v.* "FINANCIAL TIMES." 1st February.

PRACTICE—PLEADING—LIBEL—PLEA OF FAIR COMMENT—CHARGING THE PLAINTIFF WITH A SPECIFIC DISHONEST ACT AND GENERALLY OF BEING A DISHONEST PERSON—JUSTIFICATION IN MEANING ASSIGNED BY INNUENDO—WHAT PARTICULARS ARE IN THAT CASE ADMISSIBLE.

In an action for libel the plaintiff, in his statement of claim, interpreted the libel by an innuendo, which was in substance (1) *that the acts referred to him by the article were dishonestly done; and* (2) *that he was a man generally of dishonest character and unfit to be a director. Upon this the defendants justified, and gave particulars of other dishonest acts beside those referred to in connection with the arrest, by which they sought to establish that the plaintiff was a man of dishonest character, and unfit to be a director by reason of various things he had done or that had occurred to him. The plaintiff moved to have these particulars struck out as embarrassing.*

Held, that as, by the construction which the plaintiff himself had placed upon the libel, the defendants were sued for charging generally that he (the plaintiff) was a dishonest person, they were entitled to give particulars to shew why they said that the plaintiff was a dishonest person, and the particulars objected to must therefore stand.

Appeal by the plaintiff from an order of the Court of Appeal. The facts, which sufficiently appear from the judgment, raised the question whether a defendant could justify an innuendo apart from the libel on which he was sued, or whether he could only justify the actual words of the libel either in their ordinary meaning or in the sense ascribed to them by the innuendo.

Earl LOREBURN, in moving the appeal should be dismissed, said it was not necessary to call upon counsel for the respondents in this case, because he was of opinion that the Court of Appeal was right. It was an action for libel setting out a statement published in the defendants' newspaper about the arrest of the plaintiff at Berlin upon a charge of

fraud, and other things about him. The plaintiff, in his statement of claim, interpreted the libel by an innuendo: in the first place he said that in substance the acts referred to were dishonestly done, and in the second place he said that the libel in substance meant that he, the plaintiff, was a man of dishonest character. Upon this the defendants justified, and gave particulars of other dishonest acts beside those referred to in connection with the arrest, by which they sought to establish that the plaintiff was a man of dishonest character, and unfit to be a director by reason of various things he had done or that had occurred to him. The Court of Appeal thought this was right, because there were two distinct charges, according to the plaintiff's own interpretation, which were contained in the libel. Phillimore, L.J., said a few words in his judgment in this case in the Court of Appeal which he (Earl Loreburn) would venture to repeat: "If the libel says of the plaintiff, 'You did one specific act—you stole a hatchet,' it is a fair enough justification to say those words are true in their natural and ordinary meaning—'you did steal it.' But if the allegation in the libel is an allegation of conduct, or life, or character, or the converse thing, then it is not enough to say the words are true. You have got to say the words are true because the plaintiff has done so and so. If the imputation is that the plaintiff is a thief, you have got to say it is true he is a thief because he stole on this, that, or the other occasion, or tried to steal on this, that, or the other occasion, and was only prevented by main force, or something of that kind." Now, inasmuch as by the construction which the plaintiff himself had placed upon the libel, the defendants were sued for charging generally that he was a dishonest person (he was not using particular language, but in substance that he was a dishonest person), it was quite obvious that they were entitled to give particulars to shew why they said that the plaintiff was a dishonest person; and for that reason he thought the appeal ought to be dismissed.

Lords ATKINSON, PARKER, SUMNER, and PARMOOR concurred, and the appeal was accordingly dismissed with costs.—COUNSEL, for the appellant, *Schwabe*, K.C., and *W. Blake Odgers; Duke*, K.C., and *Hugh Fraser*. SOLICITORS, *W. G. A. Edwards; Nicholson, Graham, & Jones.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

HERBERT v. SAMUEL FOX & CO. (LIM.). No. 1. 21st January.

WORKMEN'S COMPENSATION—ARISING OUT OF THE EMPLOYMENT—ACCIDENT TO SHUNTER RIDING ON BUFFER CONTRARY TO RULES—DEPARTURE FROM SPHERE OF EMPLOYMENT—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), s. 1 (1).

A shunter, whose duty it was to walk in front of or alongside the wagons being shunted, as the engine had some distance to go, got on the buffer of the leading wagon, and was injured by falling from it. It was not his duty to ride on a wagon, and the employers' rules strictly prohibited riding on buffers.

Held (Phillimore, L.J., *dissenting*), *that the accident did not arise out of the employment.*

Barnes *v.* Nunnery Colliery Co. (1912, *A. C.* 44) *applied.*
Chilton *v.* Blair (7 *B. W. C. C.* 607) *distinguished.*

Appeal by the employers from an award of the county court judge at Sheffield. The applicant was a youth employed as a shunter on a private railway connecting the respondents' works with the Great Central Railway. As such, it was his duty to walk alongside and in front of the wagons being shunted, and couple or uncouple them with his shunting-pole. At the time of the accident the engine was returning to its shed, a distance of three-quarters of a mile, picking up loose wagons found on the way, and pushing them along slowly. The workman jumped on the right-hand buffer of the front wagon and rode on it, balancing himself with his pole. The pole slipped and he fell under the wagon, fracturing a leg. At the arbitration the applicant admitted that it was no part of his duty to ride on a wagon, while riding on a buffer was strictly forbidden. The county court judge held that the accident arose out of the employment, and the employers appealed.

THE COURT allowed the appeal.

Lord COZENS-HARDY, M.R., said the case was one in which it was impossible not to feel so much sympathy for the applicant that there might be a danger of stretching the law beyond its limits, but he could not bring himself to believe that he (the applicant) was entitled to any compensation. [His lordship, having stated the facts, continued:] The court was absolutely bound by the decision of the House of Lords in *Barnes* v. *Nunnery Colliery Co.* (1912, A. C. 44) to say that, by riding on a buffer instead of walking in front of the trucks being shunted, the applicant was doing what he was not instructed to do, and adding a new risk to his employment. He was perfectly unable to distinguish the two cases on principle. But it was argued on behalf of the boy that he was only doing what he was told to do, but negligently and recklessly, and *Chilton* v. *Blair* (7 B. W. C. C. 607) was relied on in support of that contention. He was unable to see any difficulty created by that case, where the injured boy was actually doing what he was employed to do, on the spot on which he was required to be, but sitting instead of standing. That came exactly within *Mawdsley* v. *West Leigh Colliery Co.* (*Limited*) (5 B. W. C. C. 80). The present case was not within *Chilton* v. *Blair*. The accident, in his lordship's opinion, did not arise out of the employment, but out of a departure from the employment. The appeal, therefore, would be allowed, though not without regret.

SWINFEN EADY, L.J., delivered judgment to the same effect.

PHILLIMORE, L.J., said he dissented with diffidence. The boy, he thought, was doing his duty in his own way, which was not necessarily a less efficient way. But for *Chilton* v. *Blair* (*supra*), he would have taken such a view of *Barnes* v. *Nunnery Colliery Co.* (*supra*) as would have been decisive against the applicant. In the latter case it was left doubtful whether the House of Lords took the view that the boys were amusing themselves or merely saving their exertions. He thought they took the former view. If a man or boy used his work or means of progression as a kind of game, and an accident supervened, then it did not arise out of the employment; but if he saved himself by altering his mode of progression, even in a forbidden manner, he thought the workman would still be entitled if an accident happened, as he would be doing his work no better and no worse.—COUNSEL, *T. E. Ellison; H. T. Waddy*. SOLICITORS, *J. B. Somerville*, for *F. G. & H. E. Smith*, Bradford; *Pitman & Sons*, for *Chambers & Son*, Sheffield.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—Chancery Division.

***Re* DAWSON. PATTISSON *v.* BATHURST AND OTHERS.**
Neville, J. 12th and 18th November.

WILL—CHARITABLE BEQUEST—BEQUEST OF RESIDUE—DEBENTURES OF AUSTRALIAN LAND COMPANY—INTEREST IN LAND—LONDON OFFICE—LAW OF AUSTRALIA—"REAL AND PERSONAL PROPERTY" CHARGED—"INTEREST IN LAND" IN ENGLAND OF NO VALUE—MORTMAIN AND CHARITABLE USES ACT, 1888 (51 & 52 VICT. c. 42), ss. 4 AND 10.

There is no principle of law under which the debentures of an Australian land company, whose property is practically all in Australia, "the interest in land" in this country being of no value, can be held to be pure personalty. They are mixed personalty, and accordingly could not go to the charities to which the testator had bequeathed so much of his residue as might by law be applicable to charitable purposes, but passed to his legal personal representatives.

This was a summons for the determination of the question whether certain debentures of two companies, which owned land in Australia, which debentures formed part of the testator's estate, could validly be given by his will to certain charities. The testator, in the events which happened, left the residue of his estate as to so much of the trust premises as might by law be applicable to charitable purposes for the Sussex County Hospital and Mr. Gladstone's Hospital for Convalescent Patients in equal shares, and as to so much of the premises as might not by law be applicable for charitable purposes for one who had died in his lifetime. The defendant Bathurst was the legal personal representative of the testator's deceased son, who was his heir-at-law and sole next-of-kin. Part of the testator's residue consisted of debentures in two Australian land companies, whereby the companies had charged all "real and personal property for the due payment of the money secured by the debenture." Each company had considerable real and personal property in Australia, but nothing of any value in England, only a little furniture and leasehold offices. By Australian law land and money charged on land can be validly given by will to a charity. There is nothing in that country's laws corresponding to the Mortmain and Charitable Uses Act, 1888 (51 & 52 Vict. c. 42), or the earlier Mortmain Acts, none of which Acts have any application in Australia. This was the trustees' summons to have it determined whether these debentures passed to the charities or to the personal representatives of the testator.

NEVILLE, J., after stating the facts, said: I have looked at the authorities to see if there is any principle of law that applies on which it can be held that these debentures are personalty, so that they could pass, having regard to the date of the testator's death, to the charities as pure personalty, but I have come to the conclusion that this case cannot be distinguished from others where land is mixed with personalty. The debentures in question are mixed personalty, although the interest in the land charged by them is very small. Accordingly the debentures cannot pass to the charities, but belong to the personal representatives of the testator.—COUNSEL, *S. Sampson; C. E. Jenkins*, K.C., and *Meyrick Beebee; J. G. Butcher*, K.C., and *J. M. Pattisson; A. P. Peterson*, K.C., and *O. R. Simpkin*. SOLICITORS, *Hores, Pattisson, & Co.; Clarke, Calkin, & Co.*, for *Howlett & Clarke*, Brighton; *Oliver & Lyall*.

[Reported by L. M. MAY, Barrister-at-Law.]

THE ATTORNEY-GENERAL (at the Relation of the Hoxton Cinema (Lim.)) *v.* THE SHOREDITCH BOROUGH COUNCIL AND ANOTHER. Joyce, J. 30th November.

LOCAL GOVERNMENT—PUBLIC HEALTH—BATHS AND WASHHOUSES—BOROUGH COUNCIL—SWIMMING BATH—POWER TO LET—"HEALTHFUL RECREATION"—KINEMATOGRAPH ENTERTAINMENT—BATHS AND WASHHOUSES ACT, 1878 (41 & 42 VICT. c. 14), ss. 5, 6, 7, 8—BATHS AND WASHHOUSES ACT, 1896 (59 & 60 VICT. c. 59), s. 2.

It is not competent, under the Baths and Washhouses Acts, 1846 *to*

1899, for a corporation to let their closed swimming bath for the winter months for kinematograph entertainments to be held every evening and matinees twice a week. Such a letting is not an "allowing any covered or open swimming bath to be used as an empty building for purposes of healthful recreation or exercise" within the meaning of section 5 of the Baths and Washhouses Act, 1878.

This was an action brought by the Attorney-General, at the relation of the Hoxton Cinema (Limited), claiming the following relief:—(1) A declaration that the letting by the defendant council to the defendant, C. F. Wright, of the large hall, Hoxton Baths, and other rooms thereat, for the winter season 1913-14, for kinematograph entertainments, was contrary to the provisions of the Baths and Washhouses Acts, 1846 to 1899, and was not authorized thereby, and was *ultra vires* the council. (2) An injunction to restrain the defendant council from letting the Hoxton Public Baths, or any part of the premises, as a kinematograph theatre, and from permitting the premises to be used and occupied as a kinematograph theatre, or for kinematograph entertainments under the terms of such lettings or in any manner contrary to or not authorized by the said Acts. (3) An injunction to restrain the defendant Wright from using or occupying the baths or any part of them as a kinematograph theatre or for kinematograph entertainments under the terms of the letting or in any manner contrary to or not authorized by the said Acts, and in any case from taking money at the doors. On the matter coming before the court on motion last March, Eve, J., held that the letting was for the purpose of "healthful recreation and exercise" within the meaning of section 5 of the Baths and Washhouses Act, 1878, and refused to grant an interlocutory injunction (see 30 T. L. R., p. 382).

Joyce, J., after stating the facts, said: I have arrived at the conclusion at which I have arrived not only by looking at section 5 of the Act of 1878, but also by reading the three following sections of that Act. In my judgment the letting here is not such an "allowing any covered or open swimming bath to be used as an empty building for purposes of healthful recreation or exercise" as is permitted by that Act, but is unauthorized and illegal. Moreover, if the Act of 1896 as well as the Act of 1878 is to be considered, a licence for music having been obtained, the defendants' case fails also on the ground that the premises were let "otherwise than occasionally," and money was taken at the doors.—Counsel, *T. R. Hughes*, K.C., and *A. Guest Mathews; A. Macmorran*, K.C., and *E. J. Naldrett; T. J. C. Tomlin*, K.C., and *J. D. Israel*. Solicitors, *D. S. Ball; R. Cyril Ray; Broxholm & Williams*.

[Reported by L. M. May, Barrister-at-Law.]

Re **CHAPLIN, MILNE, GRENFELL & CO.** Neville, J. 1st December.

Principal and Agent—Company—Liquidation—Assets—Order to Purchase Stock—Following Trust Money.

Where a lady sent money to a financial firm to be invested by them in an American concern, and, the stock being short, they paid her money into a special account at a bank, in the joint names of the directors of the firm, to await the time when the stock should be delivered; and subsequently a liquidator of the firm was appointed, and when the stock was delivered the bank applied the money in taking it up.

Held, that the payment into the bank was a clear method of providing for the purchase of the stock, and that the firm were trustees for the lady, who was accordingly entitled to the stock.

This was an application on winding-up to determine whether certain stock formed part of the general assets of Chaplin, Milne, Grenfell & Co., or was held by them on a certain trust. They had been instructed by a lady to invest certain money in an American concern for her, and she enclosed a cheque. They instructed their brokers to buy the stock in question, which was done, and they wrote to the lady informing her of the transaction and enclosing the contract note. The brokers were not able to ensure immediate delivery, as the stock was short; so one of the directors of Chaplin, Milne, Grenfell & Co. drew a cheque for the price of the stock. The cheque was made payable to another director or to bearer, and was paid into a joint account opened in the names of the directors at Robarts' Bank, to await the time when the stock should be delivered, and the cheque was placed to the credit of the joint account. Then a petition was presented for the winding-up of the firm, and a liquidator was appointed, and the bank subsequently applied the money in taking up the stock. The question was: To whom did the stock belong?

Neville, J., after stating the facts, said: The payment into the bank was, in my opinion, a clear method of providing for the purchase of the stock, and I hold that the firm were trustees for the lady, and that she is accordingly entitled to the stock.—Counsel, *W. R. Bischoff; J. G. Wood*. Solicitors, *Coxe, Bompas & Bischoff; Boodle, Hatfield & Co.*

[Reported by L. M. May, Barrister-at-Law.]

Bankruptcy Cases.

Re **GEIGER.** *Ex parte* **GEIGER.** C.A. No. 1. 23rd and 26th October; 6th November; 11th December.

Bankruptcy—Taxation of Costs—Right of Bankrupt to Attend Taxation of Trustees' Costs—Constitution of Committee of Inspection—Sanction of Employment of Solicitor—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 42, sub-sections (1) (9); s. 57, sub-section (3); s. 73, sub-section (3); ss. 89, 143—Bankruptcy Act, 1890 (51 & 52 Vict. c. 62), s. 15, sub-section (3)—Bankruptcy Rules, 112-114, 117; General Regulations, 16, 17.

The court has power, under special circumstances, to give a bankrupt leave to attend the taxation of the trustee's costs against the estate, and will exercise that power in the bankrupt's favour in a case where he has paid his debts in full and has a surplus over. Where there is only one creditor in a bankruptcy, such creditor cannot constitute himself a committee of inspection. Permission to the trustee to employ a solicitor, given by one creditor purporting to act as a committee of inspection, is invalid, and the solicitor has no legal retainer.

Appeal from the decision of the Divisional Court (Horridge and Lush, JJ.) (reported 58 Solicitors' Journal, 757). The receiving order was made in 1913 on the petition of a creditor for £941 7s. 7d. In September of that year the bankrupt came into a large sum of money, more than enough to pay the amount due to the one creditor in the bankruptcy and the costs of the bankruptcy. In January, 1914, negotiations began between the solicitors to the bankrupt and the solicitors to the trustee, which ended in the bankrupt depositing £1,500 in the hands of the trustee, and undertaking to find any further sum should it be needed to pay the debt and the costs of the bankruptcy in full. The trustee thereupon allowed the bankrupt to proceed with an application for annulment, which was heard and granted on 7th April. The position at that time with regard to costs was as follows:—On 5th February the bankrupt's solicitors asked the trustee's solicitors to arrange for the taxation of the trustee's costs on the afternoon of the day fixed for the hearing of the application to annul. On 26th February the bankrupt's solicitors again wrote: "We hope to hear that you will soon be ready to carry in your costs for taxation." On 27th February the trustee's solicitors wrote in reply, merely stating that they proposed to attend the application for annulment by counsel. In fact they had already lodged their bill on the 26th. On 28th February the bankrupt's solicitors wrote that their client would object to bearing the expense of the trustee's appearance by counsel. In spite of this letter the trustee's solicitors proceeded with the taxation without informing the bankrupt, and on 12th March their costs down to that date were allowed. After the annulment a further bill was lodged dealing with the costs of a motion by a person claiming to be a creditor who had unsuccessfully appealed against the rejection of his proof. On that rejection the trustee had been given party and party costs, and the further taxation dealt with his costs as between solicitor and client against the estate. On 24th April, after such further taxation had taken place, the bankrupt's solicitors inquired when the bill was going to be taxed, and asked for a copy of it. They pressed for an answer to their inquiry on 26th April, and were eventually informed that all the costs had been already taxed. The bankrupt then applied to the Registrar of the County Court at Kingston to reopen the taxation, withdraw the allocatur, and allow the bankrupt to attend the taxation. This application was rejected, whereupon the bankrupt appealed to the Divisional Court, who allowed the appeal on 21st July. That court held, upon the authority of *Re Duncan* (8 Morr. 297, 9 Morr. 61) and *Re Vavasour* (1900, 2 Q. B., 309), that the registrar had discretion to allow the bankrupt to attend, and that in the present case the bankrupt ought to be allowed to attend, and expressed doubt as to the view taken by the Board of Trade (see judgment of Horridge, J., 58 Solicitors' Journal, p. 757). The court therefore allowed the appeal, and sent the taxation back to the registrar to be reopened, with directions that the bankrupt should be allowed to attend and argue the points raised by Horridge, J. The trustee appealed to the Court of Appeal, where the Board of Trade were represented, as well as the trustee and the bankrupt.

Oct. 23rd and 26th.—Counsel for the appellant contended that there was no rule which gave the bankrupt a right to attend the taxation. The only persons who had a right to attend were those whose bills were to be taxed, and, since 1914, the Official Receiver (Rule 4 of 1914 embodied in Rule 122 of the Bankruptcy Rules, 1886 to 1914). Before that year even the Official Receiver had no right to be present, though the court had a discretion to give him leave to attend for the purpose of assisting the trustee or Taxing Master with his advice (*Re Nash*, 1896, 1 Q. B. 13). The fact that there was a surplus in the bankruptcy did not give the bankrupt any further rights; he has no property in the surplus, and the trustee is not trustee for the bankrupt, even of the surplus (*Re Leadbitter*, 10 Ch. D. 388, *Ex parte Sheffield, Re Austin*, 10 Ch. D. 434). The court has no power to give the bankrupt leave to attend. In the cases of *Re Duncan* (8 Morr. 207, 9 Morr. 61) and *Re Vavasour* (1900, 2 Q. B. 309) it appeared that the bankrupt had attended, but the point whether he had any right to attend was not raised or argued, so they do not decide that he has any right to attend. Counsel for the Board of Trade explained to the court that the fact that the payment of these costs had been passed by the Board of Trade did not involve any sanction of the costs by the Board. If a proper allocatur was brought before them the Board could not go behind it. He further stated that the Board of Trade were anxious to obtain the decision of the court on the first point raised by Horridge, J., viz., that a bill of costs could not be taxed after annulment. He contended that an order of annulment did not affect the power of the court to wind up outstanding matters. There was no provision for this in the Act or Rules, and therefore by Rule 353 the old authorities would apply. These were to the effect that the jurisdiction of the court is not determined by annulment. He cited *Ex parte Fector* (Buck, 428), *Ex parte Coward* (3 B. & A. 123), *Ex parte Audley* (1 Ch. D. 177), *Ex parte Ramsay* (14 Ch. D. 467), and *West* v. *Baker* (1 Ex. D. 44). He was stopped at this point by the court, who directed that the

Board of Trade should consider the bills of costs, and report whether, in their opinion, the taxation ought to be reviewed. The hearing was adjourned for that purpose till 6th November.

Nov. 6th.—Counsel for the Board of Trade stated that the Board did not consider the costs excessive or improper, and would not themselves ask for a review of the taxation. He argued in favour of the view that a sole creditor may constitute a committee of inspection. Counsel for the respondents contended that the court had power to allow the bankrupt to attend the taxation, and also that no legal sanction for the employment of a solicitor had been obtained in this case. Counsel for the appellants, in reply, contended that any irregularity in the employment of a solicitor was a formal defect only within section 143 of the Bankruptcy Act, 1883. *Cur. adv. vult.*

Dec. 11th.—Lord Cozens-Hardy, M.R.—It is the settled practice not to allow a bankrupt to intervene in the administration of his estate unless there are special circumstances, but it is quite clear that where there are special circumstances the court has discretion to allow him to intervene: *Re Marsh* (15 Q. B. D. 340) and *Re Nash* (1896, 1, Q. B. 13). Where, as in the present case, the only person interested is the bankrupt, it is obviously just that he should be allowed to intervene. There is, however, a further question in this case, whether the employment of the solicitors to the trustee was ever legally sanctioned. There was only one creditor in this bankruptcy, and at a general meeting of creditors, held on 21st April, 1913, attended only by F. J. Lewis, special proxy for Partridge, the creditor, and by a Mr. Bowles, representing the trustee, a resolution was purported to be carried appointing Partridge the committee of inspection. This was plainly invalid, for by section 22, sub-section (1), the committee of inspection shall consist of not less than three persons. Meetings of this committee of inspection were held from time to time, at which the employment of Messrs. Munns & Longden to act as solicitors for the trustee was sanctioned, and the remuneration of the trustee was fixed. All these resolutions of the committee were in conflict with section 22, sub-section (9), which directs that where there is no committee of inspection any sanction required to be given by them may be given by the Board of Trade. To legalise the retainer of solicitors to act for the trustee the permission of the committee of inspection is required by section 57, sub-section (3), and by the concluding words of that section such permission shall not be general, but shall only be a permission to do the particular things for which permission is sought. By section 12, sub-section (3), of the Act of 1890 it is further provided that such permission must be obtained before the solicitors are employed. In this case there was no committee of inspection, and no permission was obtained from the Board of Trade; consequently there was no retainer of Messrs. Munns & Longden, and their bill cannot be taxed against or paid out of the bankrupt's estate. The view of the Board of Trade that one creditor can form a committee of inspection is wrong, both by reason of section 22, sub-section (9), and on principle. There are numerous fiduciary duties reposed in the committee of inspection which cannot be performed by a sole creditor. The defective retainer of the solicitors is not a mere formal defect within section 143; it is a matter of great importance that the employment of solicitors by the trustee should be duly sanctioned. It is not necessary to send the taxation back to be reviewed by the registrar, with a direction that the bankrupt be allowed to attend, because this court declares that the necessary permission to employ solicitors was never obtained, and that the allocaturs given by the registrar must be discharged.

Kennedy, L.J.—I agree entirely with the decision of the Divisional Court that the bankrupt in this case should have been allowed to attend the taxation. He had no statutory right to be present, but the court in special circumstances can give a bankrupt leave to attend. As to the second question, I think that the view of the Board of Trade was incorrect. By section 22, sub-section (1), the creditors may, not must, appoint a committee of inspection, but, when appointed, that committee "shall consist" of not less than three persons. The appointment of a sole creditor as committee was clearly in contravention of the statute, consequently there was no committee, and when there is no committee it is the intention of the Act, as shewn in section 22, sub-section (9), that the Board of Trade should give the permission required to be given by a committee. No such permission was given in this case, and, therefore, the trustee had no authority to employ a solicitor, and the solicitor had no legal retainer. I should have been glad to apply the provisions of section 143 to this case if I could have seen my way; but the appointment of solicitors to act for the trustee is a serious matter, and here it was not only irregular but *ultra vires*, and cannot be said to be a "formal defect" within section 143. I concur with the Master of the Rolls as to the order which ought to be made.

Swinfen Eady, L.J., stated the facts, and continued: The first question here is whether the registrar had a discretion to allow the bankrupt to attend the taxation. I consider that he had, and that it was a proper case for him to allow the bankrupt to attend, for the bankrupt was interested in keeping the costs low. He had no right to attend, but he could get special leave from the court to do so: *Re Marsh* (15 Q. B. D. 340), *Re Duncan* (1892, 1 Q. B. 331 and 870), and *Re Nash* (1896, 1 Q. B. 13). The second question is whether the solicitors were properly employed, which involves the further question whether a sole creditor can make himself a committee of inspection and exercise its functions. A committee of inspection must consist of at least three persons, so, in fact, there was here no committee of inspection. There being no committee of inspection the sanction of the Board of Trade should have been obtained to the employment of solicitors, but this was not done, and therefore there was no legal retainer of the solicitors. It was urged that this was a mere formal defect, but I think it is a matter of great importance to keep a check upon the incurring of costs. The judgment of Fry, L.J., in *Re Duncan* (1892, 1 Q. B., at p. 889) shews how strict the court is in looking after the costs in a bankruptcy. Neither the fact that the costs were audited by the Board of Trade, nor that the bankruptcy has been annulled, affect the power of the court to deal with these costs, and the order of this court will be that, no permission having been given for the employment of solicitors, the payments of costs already made to the solicitors must be disallowed. Appeal dismissed.—Counsel, *Clayton*, K.C., and *Tindale Davis; Gore Browne*, K.C., and *F. Mellor; E. W. Hansell.* Solicitors, *Munns & Longden; Williams & James; The Solicitors to the Board of Trade.*

[Reported by P. M. Francke, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

IN PRIZE.

"THE JUNO." Sir Samuel Evans. 30th November; 14th December.

Prize Law—British Ship—Enemy Goods—Interruption of Voyage—Seizure and Condemnation of Goods—Freight—Calculation of Amount to be Allowed—Principle to be Followed.

Where a British ship started before the outbreak of war on a voyage from Bristol to Amsterdam, carrying goods bound for Germany which were, in fact, seized at Swansea after the outbreak of war between England and Germany,

Held, that the shipowners were entitled to such a sum for freight as is fair and reasonable in all the circumstances, regard being had (1) to the rate of freight originally agreed; (2) to the extent to which the voyage has been made; (3) to the labour and cost expended, or any special charges incurred, in respect of the cargo seized before its seizure and unlivery.

No sum is to be allowed in respect of any inconvenience or delay attributable to the state of war, or to the consequent detention and seizure.

A point *primæ impressionis* arose in this case on which there appears to be no authority even among the decisions of foreign prize courts. A claim was made by the British shipowners of the steamship *Juno* for the freight due on a contract to carry certain goods from Bristol to Amsterdam, destined for Germany. The voyage started before war broke out, and the goods were seized at Swansea and condemned as droits of Admiralty. The facts and arguments sufficiently appear in the judgment.

Sir S. Evans, P., said: The s.s. *Juno* is a British vessel, belonging to the Bristol Steam Navigation Company (Limited). On 28th July last certain cargoes were shipped on board the *Juno* at Bristol. The cargoes were destined ultimately for various places in Germany; but the sea voyage destination in each case was Amsterdam. After leaving Bristol the vessel called at Swansea to land other cargo. She finished her loading there on 1st of August. Her owners decided to delay her departure through fear of complications on the Continent. While the vessel still lay at Swansea part of the cargo, consisting of red earth, was seized as enemy goods on 20th August, and her cargoes of tin alloy and strontium ore were seized on 24th August. I have already condemned these cargoes as lawful prize. Thereupon the steamship company claimed the freight due in respect of the goods, and other expenses and losses resulting from the seizure. The questions which I have to determine are *primæ impressionis*. While there are no rules of law or decisions to bind or guide the court, the problems can, I think, be solved without great difficulty by a rational application of fair and equitable considerations. The Prize Court has always claimed to exercise equitable jurisdiction, using that term in its broadest sense and not in its more technical Chancery meaning. Counsel for the claimants contended that they were entitled to the full frieght for two reasons: (1) because by the contracts the freights were due on shipment; and (2) because, in the case of neutral ships in former days, capture was said to be regarded as delivery, and full freight was given to neutral shipowners, and so it should now be given to British shipowners. For the Crown it was contended that no freight should be allowed, or, if any, not the whole freight, because an incapacity attached to the ship, as she was prevented by law from performing her contract to deliver the goods to the consignees; and because the non-completion of the voyage was not due to the "incapacity of the cargo to proceed." The short answer to the first contention of the claimants is that there is no contract to which the court can look which is applicable to the existing facts. This court has no concern, touching the matter now in question, with the contracts between the shipowners and shippers, or cargo owners. Whatever claim the shipowners may have under their contracts is not taken away by the decision of this court. By the very facts of the situation the shipowners could not perform their contracts by carrying the enemy goods to their destination. As to the second contention, a neutral vessel and a British vessel are not in the like case or condition. Even before the Declaration of Paris a neutral vessel had the full right to carry enemy goods into an enemy

country, subject to the risk of her detention by a belligerent for the purpose of seizing the goods; and this was the foundation of the principle which, generally speaking, secured to them their full freight. His lordship quoted from *The Fortuna* (1809, Edw. 56, 2 E. P. C. 17) and from *The Prosper* (1809, Edw. 72). Since the Declaration of Paris and, indeed, before that, by the practice adopted in the Crimean War, neutral vessels laden with enemy goods could not be prevented from continuing their voyages and so earning their freight, except where the goods were contraband, or where the pursuit of the voyage would amount to a breach of blockade; and in these cases no freight would be allowed. With British vessels it is quite otherwise. They must not carry enemy goods or proceed on voyages for which such goods were shipped. In the present case there was accordingly an "incapacity to proceed," attributable not only to the cargo, but also to the ship. It would not be right, however, to withhold from the shipowners all the freight on account of the "incapacity of the ship," where the shipment took place before war, and the voyage was partly accomplished. What, then, ought to be the rule? It is possible that, even if the cargo is not carried to its destination, it would be just in some cases that the whole amount of the freight should be paid. For instance, suppose an enemy cargo were shipped before the war from Australia for Hamburg and were seized near British waters and taken to Bristol, it may be that it would be fair to pay the shipowners the full freight. On the other hand, suppose a cargo of enemy goods had been shipped before the war for Bristol and destined for Cameroon or Kiaochau, and were seized at Swansea, it would be wholly inequitable for the shipowners to claim, or for the captors to be subject to, payment of the full freight, even though by the contract it was due on shipment at Bristol. In the present case, where only a comparatively small part of the voyage was made, I think the whole freight ought not to be allowed. What part should be allowed I will refer to the Registrar and merchants to say, but I must give them some direction or guidance, although no strict rule can be laid down which would be universally applicable. Cases differ greatly. The phrase *pro rata itineris* has been used in some cases. But this does not import a mere arithmetical calculation of distances or times. The only rule which I state for the guidance of the Registrar and merchants is this:—Such a sum is to be allowed for freight as is fair and reasonable in all the circumstances, regard being had to the rate of freight originally agreed (although this is not necessarily conclusive in all cases), to the extent to which the voyage has been made, to the labour and cost expended, or any special charges incurred, in respect of the cargo seized before its seizure and unlivery, and to the benefit accruing to the cargo from the carriage on the voyage up to the seizure and unlivery; but no sum is to be allowed in respect of any inconveniences or delay attributable to the state of war, or to the consequent detention and seizure. As to the items for extra cost of discharging and shifting the goods at Swansea, these should go against the cargoes, and should be allowed. I have said that the claimants, in the affidavit in support of their claim, urged that the detention at Swansea should be taken into account, and that it would amount to the whole freight. In this particular case the fact is that the owners themselves "decided, owing to the political situation on the Continent, to keep *The Juno* at Swansea and to await developments." Apart from this, and as the point will no doubt arise in future cases, I desire to pronounce as my opinion that no sum ought to be allowed unless there be some special and exceptional circumstance in respect of any delay or inconvenience which may occur to a ship as the necessary result of her diversion or detention for the purpose of seizing and making unlivery of confiscable enemy cargo. I allow the claim of the claimants to some freight and to the special items mentioned, and order a reference to the Registrar and merchants to ascertain the amount.—COUNSEL, *Bateson*, K.C., and *R. H. Bullock*, for the Crown; and *C. R. Dunlop* for the claimants. SOLICITORS, *The Treasury Solicitor; Holman, Birdwood & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

New Orders, &c.

War Orders and Proclamations.

The Second Supplement issued on 3rd February to the *London Gazette* of 2nd February, contains the following:—

1. A Proclamation, dated 3rd February, revoking the Proclamation of 10th November and Orders in Council of 20th November, 5th, 11th and 23rd December, 1914, and 4th and 8th January, 1915, prohibiting the exportation of certain articles from the United Kingdom to certain or all destinations, and making new regulations as regards the prohibition of exportation. The Proclamation is made under section 8 of the Customs and Inland Revenue Act, 1879, section 1 of the Exportation of Arms Act, 1900, and the Customs (Exportation Restriction) Act, 1914. It contains four lists—(A), (B), (C) and (D)—all except D of considerable length. Under (A) exportation is prohibited to all destinations; this includes, among other articles, aircraft and their component parts; animals, pack, saddle and draught, suitable for use in war; numerous chemicals, drugs, dyes and dye-stuffs, medicinal preparations, and tanning extracts; explosives of all kinds; numerous articles of forage and food for animals; articles of grindery used in the making of boots and shoes; harness and saddlery which can be used for military purposes; khaki woollen cloth; and leather, dressed or undressed, suitable for military use. Under (B) exportation is prohibited to all destinations abroad other than British Possessions and Protectorates; this includes accoutrements, woollen blankets and camp equipment; numerous chemicals, drugs and medicinal preparations; copper, unwrought and part wrought, and various other metals; oils of various kinds, including petroleum; various articles of food; rubber; telephone apparatus; vessels of all kinds and their component parts; barbed wire; and various woollen goods. Under (C) exportation is prohibited to all foreign ports in Europe and on the Mediterranean and Black Seas, other than those of France, Russia (except Baltic ports), Belgium, Spain and Portugal; this includes copper and iron ore; certain shipbuilding materials; and various foods, among which cocoa powder is mentioned, thus repeating the prohibition as to cocoa issued on 8th January; but tea, which was then withdrawn from the list, remains withdrawn. Under (D) exportation is prohibited to ports in Denmark, the Netherlands and Sweden. The only item here is "tin plates, including tin boxes and tin canisters for food packing."

2. A Proclamation, dated 3rd February, revoking sub-section (6) of section 1 of the Currency and Bank Notes Act, 1914, whereby postal orders were made legal tender. The operative parts of the Proclamation is as follows:—

> 1. Sub-section (6) of section one of the Currency and Bank Notes Act, 1914, is hereby revoked as from the date of this Proclamation; and accordingly any postal orders to which that sub-section applies shall cease to be current and legal tender as therein provided as from that date.
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> 2. The holder of any such postal order shall be entitled to obtain on demand at any time before the first day of June, nineteen hundred and fifteen, during office hours at any money order office in the United Kingdom, payment for the order at its face value in coins or currency notes which are for the time being legal tender in the United Kingdom.

3. An Order in Council, dated 3rd February, amending the Special Constables Order, 1914, as follows:—

After Article 6 of the said Order the following Article shall be inserted:—

> "6A. If any special constable who has been appointed since the commencement of the present war and whose appointment was for a specified period agrees to continue to serve as a special constable after the expiration of that period, his appointment shall be extended, and he shall retain all the powers and privileges and remain subject to all the duties of a special constable so long as he continues so to act."

Benefices Act, 1898, and Railway and Canal Traffic Act, 1888.

The Lord Chancellor has nominated Mr. Justice Coleridge to be the Judge of the Supreme Court for the purposes of the Benefices Act, 1898, and Mr. Justice Lush to be the *ex-officio* Commissioner for England under the Railway and Canal Traffic Act, 1888.

3rd February, 1915.

THE CRIMINAL JUSTICE ADMINISTRATION ACT, 1914, THE SUMMARY JURISDICTION ACTS, THE EMPLOYERS AND WORKMEN ACT, 1875, THE PROBATION OF OFFENDERS ACT, 1907, AND THE AFFILIATION ORDERS ACT, 1914.

Notice is hereby given, under the Rules Publication Act, 1893, that it is proposed by the Lord Chancellor, after the expiration of at least forty days from this date, in pursuance of the powers conferred upon him by the above-mentioned Acts, and of every other power enabling him on that behalf, to issue Rules and Forms.

Draft copies of the said Rules and Forms can be obtained in the interval upon application to the Home Office, Whitehall.

Lord Chancellor's Office.
January 29th, 1915.

Passports.

The Secretary of State for Foreign Affairs gives notice that, on and after the 1st February next, the fee for British Passports will be five shillings. Such Passports will be valid for two years, and will be renewable on application in the proper form for four further periods of two years each. The fee payable for each renewal will be two shillings.

Foreign Office.
January 27, 1915.

A sitting had been appointed on 28th January, says the *Times*, in the Bankruptcy Court, for the public examination of Mr. Albert E. Holiday, solicitor, who was adjudged bankrupt on 18th December last. A receiving order had been made against his estate on the petition of a money-lender. The act of bankruptcy alleged was his departure from his house in November, 1914, with intent to defeat or delay his creditors. Mr. W. P. Bowyer, official receiver, said that the bankrupt had practised at Oxford and Bicester with two partners, who were not involved in these proceedings. He disappeared last November, and he (the official receiver) had been unable to trace him. His honour adjourned the examination *sine die*.

Societies.

The Law Society.

GENERAL MEETING.

A special general meeting of the Law Society was held at their hall, Chancery-lane, on Friday, the 29th ult. Col. Sir C. E. Longmore, K.C.B. (Hertford, President), who wore the uniform of the battalion he commands (the 1st Reserve Herts Regiment) presided. Among those present were:—Mr. Richard Stephens Taylor (Vice-President), *Mr. Charles Edward Barry (Bristol), Mr. John Field Beale, *Mr. Edward Bramley (Sheffield), Mr. John Wreford Budd, Mr. Lewin Bamfield Carslake, *Mr. Richard Stewart Cleaver (Liverpool), Mr. Alfred Henry Coley (Birmingham), Mr. Cecil Allen Coward, Sir Homewood Crawford, Mr. Weeden Dawes, Mr. Robert William Dibdin, Mr. Walter Dowson, *Mr. Thomas Eggar (Brighton), Mr. Walter Henry Foster, Sir Edward Henry Fraser, D.C.L. (Nottingham), Mr. Samuel Garrett, Mr. Charles Goddard, Sir Henry James Johnson, The Hon. Robert Henry Lyttelton, Mr. Frank Marshall (Newcastle-upon-Tyne), Mr. Robert Chancellor Nesbitt, *Mr. William Henry Norton (Manchester), Mr Ernest Fitzjohn Oldham, Mr. Arthur Copson Peake (Leeds), Mr. Kenrick Eyton Peck (Devonport), *Mr. Richard Alfred Pinsent (Birmingham), Mr. William Arthur Sharpe, Sir Walter Trower, Mr. William Melmoth Walters, *Mr. Norris Alfred Ernest Way (Chester), Mr. Robert Mills Welsford, and Mr. William Howard Winterbotham (members of the Council), and Mr. E. R. Cook (Secretary) and Mr. H. E. Jones (Assistant Secretary).

Solicitors Serving with the Forces.

The President said that he was afraid his thoughts had been recently far apart from legal matters, so he was not in a position to address the meeting upon the general position of the profession, except that he should like to tell them the part which the solicitor branch of the profession was filling in the present war. According to the information before him there were 1,651 solicitors actually serving in his Majesty's forces, many, he was glad to hear, actually at the front, and there were 981 articled clerks, which gave a total of 2,812. This was a very fine total, and no doubt if the list were complete up to date the number would be enlarged. They had every reason to be proud of their profession for the position it had taken. As to his own brigade, which consisted of two battalions and 300 men, three of the commanding officers were solicitors. His own adjutant was Mr. Harcourt Rose, of Norton, Rose, Barrington & Co., Old Broad-street, and no commanding officer ever had a better. Another officer was Mr. George Whateley, son of Mr. Whateley, of Hooper & Whateley, Lincoln's-inn-fields. He wished to convey to the members of the society his most sincere thanks for the magnificent response they had made to his circular on behalf of the Red Cross Society. He had been able to contribute over £3,017 18s., a very handsome contribution from the profession. At one time it was contemplated that the money should be ear-marked for special purposes, but Mr. Charles Russell, who was so closely identified with the Red Cross Society, said it would be more convenient to devote it to the general purposes of the society. The expenses had amounted to only £2 10s., and that was chiefly for postage. They had to be very thankful to the secretary and staff of the society for giving their gratuitous work. There was one other matter which he felt he ought to mention. He should like, on behalf of the profession, to congratulate Sir Walter Trower upon the great honour which had been conferred upon him, and which they were all glad to see in the New Year's honours list. They felt that in honouring him His Majesty had honoured the whole profession. They congratulated him most sincerely, and, on behalf of the profession, he might say it gave them all great pleasure to hear of it.

Fees to Junior Counsel.

Mr. Brinsley Harper, C.C. (London), moved, in accordance with notice: "That in the interest of the public the Law Society take all necessary steps to get altered the existing rules of practice that: (1) The fees payable to junior counsel must necessarily be in all cases from three-fifths to two-thirds of the fees payable to the leading counsel. (2) Clients pay the fees of clerks to counsel." He said he was deeply sorry to note that the Council had not been able to come to some arrangement with the Bar Council. He might say that the report of the Bar Council on so important a matter had some rather as a disappointment, and also as a surprise to him, after what had been stated at general meetings of the society to the effect that the Council would not come to any arrangement without first of all submitting the subject to a general meeting. At the end of July the Council framed a formal resolution and sent it to the Bar Council as their ultimatum, to the effect "that in all cases in which a leader and a junior are briefed the fee payable to the junior shall be two-thirds of the fee which would ordinarily be marked for the leader, having regard to the importance of the case and the amount of the papers; but the junior shall not be entitled to an increased fee owing to the leader claiming an exceptional fee." That was not the view taken by the general meeting of the society as expressed by the resolution moved by him (Mr. Brinsley Harper). He was very sorry that the Council of the society had been seduced by the Bar Council, on a side issue, from dealing with a matter where many solicitors felt very strongly. It was the principle for which they were contending. The two-thirds fee was only a rule of practice, but it was a rule which the Bar Council stated the barristers themselves could not break without the liability of punishment before their benchers; and it was a rule which solicitors felt ought not to be adhered to. He did not know what the members of the bar and the members of the Council said at the interview which took place—that was not stated in the reports—but it did seem extraordinary that the Council should not have put it to them that the members of the Bar themselves would not allow fees, as a rule, to be marked as special fees. Lord Alverstone, in his recent book, "Reminiscences," said, "I have referred to the fact that I was taken several times on special retainer to conduct cases on circuits other than my own. This was chiefly after I was Attorney-General. Of course, it is only in really heavy cases that the services of a special leader can be afforded, and my fees in each case were 300 guineas on the brief. In the interests of the barristers on the circuit I never allowed my brief fee to be reduced in consequence of my receiving special fees." Lord Halsbury also, in his work on "The Laws of England," said, "A fee, which is really a brief fee given for getting up a case in order to conduct it in court and for conducting it there, ought in no case to be divided and marked in part as a special fee, merely for the purpose of paying a less fee to other counsel engaged in the case." The theory of these two learned leaders in the legal profession was that a junior counsel was entitled to a two-thirds fee. It was most extraordinary that the Council of the society should have gone to a discussion with the Bar Council, and that the Bar Council, at the very first meeting, he understood, said they would discuss only cases where the fee marked was more than 100 guineas. The majority of cases which went into court did not justify a fee of 100 guineas upon the brief. He wondered whether the Council appeared as representing the lower branch of the profession at this interview, because it seemed to him that the proper course would have been to put the solicitors in the position of leading the Bar Council in the discussion on the point. What solicitors felt was that it was not necessary nowadays to adhere to an old rule, which was laid down many years ago, at a time when the fees marked upon the briefs of counsel were not in any way approaching those that were paid at the present time. In the olden days a fee of 50 guineas was quite a high fee. He was but fifty-three years of age, and he could well remember that when he was first articled, and it was to a good firm, it was an extraordinary thing in that particular office to mark a brief with 50 guineas. He recollected that Mr. (afterwards Mr. Justice) Chitty never got more than that amount in the cases the office gave him, and the brief of his junior was marked with £10 10s. It had been intimated to him that an amendment was to be moved to his motion, but he did not want an amendment. He wanted his motion to be accepted or rejected, as being either right or wrong. Personally, he might be wrong, but, at any rate, he had no doubt that the practice of which he was speaking ought to be abolished in the interest of the profession and the public. In the olden days to which he had referred nobody minded the two-thirds fee to the junior, as fees were not very large; but the fees were now very high, and the matter was therefore one of great importance. It was no use saying it was only a rule of practice, and that the junior would not accept the brief unless the proper proportion of the fee paid to his leader was marked upon it. He had referred to a case at a general meeting of the society two years ago, where his firm marked the leader's brief with 100 guineas, and the junior got 65 guineas. The leader became ill, and another had to be briefed at the last moment. He insisted upon a fee of 150 guineas, and it had to be paid, as the firm could not help itself. Then the junior required his fee to be increased to 100 guineas, and he would not go into court without it. He (Mr. Brinsley Harper) thought this was a disgrace. The junior had been perfectly satisfied at the time he had his first brief with the 65 guineas, and why, simply because the leader became ill, and the fee on the brief of the new leader had to be increased, he should get more for doing the same work that he would have done in either case passed one's comprehension. How the members of the Council (who were supposed to look after the interests of the solicitor branch of the profession) could remain satisfied with this state of affairs he could not understand. All the Bar Council said was that they would only discuss with them exceptional and special fees. That was not the point he had in his mind when he had moved his resolution at the general meeting two years ago. It was rather disheartening for the members of the society that the subject should be treated in this way. They would ask themselves why they should trouble about the matter when the Council were so lukewarm. The movement to put an end to such a state of affairs ought to have come from the Council. The members of the Council were members of distinguished firms, but one would think that they never gave a brief marked with less than 100 guineas. But the majority of the members of the profession with large practices felt that the matter was a serious one. A taxing master told him recently that he sincerely hoped that those who could use their influence on the Law Society would do so. He said that if the members of the Council could sit in his chambers a single day they would never hesitate about the matter. A King's Counsel told him (Mr. Brinsley Harper) that it was a matter he could not understand, or why solicitors did not make a stronger stand about it. He said: "You pay your counsel a big fee to be in court, and not to put the responsibility on the junior to take his place." It was perfectly absurd to have to give two guineas only to a junior to settle a claim, or for advice on evidence, which would justify five or ten guineas at the least. There was no doubt about the fact that

* Denotes extraordinary members.

it was an old rule. It was to be found in the White Book in the rules of practice, but it ought not, under the altered circumstances of the present day, to be allowed to continue. The subject had been mentioned by Mr. C. L. Samson, the then President, in his address at the annual provincial meeting in 1912, and the members had been discussing it ever since. The result, after all that time, was that the members of the Bar Council said practically, "We absolutely decline to discuss except the case of a fee of over 100 guineas," and the Council of the society said, "We can do nothing more." It was very difficult to know what was to be done. But his own opinion was that it would be better for the meeting to pass his resolution, because, as Mr. Samson said at the time of which he was speaking, "This is a subject which must be altered," and Sir Walter Trower asked him not to withdraw his resolution, but to keep it on the paper, and that it would be of value in any negotiation. He (Mr. Brinsley Harper) was sorry it had not helped in the matter at all. The Council had made a tactical blunder altogether. Why should they have entered into any discussion on the amount, when it was the principle which had to be considered? It was against the interest of the public. The Bar made certain rules, and said: "These are our rules of practice, and you have to bear them." He did not think it was a matter which ought to be allowed to rest in its present state; therefore he was intending to press the resolution which stood in his name. The second part of his resolution related to another absurdity, and that was the payment of the barristers' clerks' fees. Lord Alverstone, in the work from which he had already quoted, dealt with the matter. He said, "The position of barristers' clerks is anomalous and interesting. They are paid by the clients by fees of half a crown for consultation and 5 per cent. on the brief fees. I know of no other instance where the personal attendant on a professional man is paid indirectly by the clients." Lord Halsbury again, in his book, said, "Where fees are paid to counsel, it is usual to include therein certain fees to which his clerk is entitled, and which can be recovered from counsel by the clerk in an action for money had and received. The clerk, however, is not entitled to demand as of right any fee or remuneration whatever from his master's clients, but the fee is a mere gratuity, though it is allowed on taxation, according to a fixed scale." Now they, as practitioners, knew that they had to pay the clerks' fees. He had in mind a recent case where a distinguished leader got a refresher of 100 guineas, and the taxation fee for attendance allowed to the solicitor on the other side and himself for an anxious day's work, from 10.30 to 4, was 3 guineas; they had arranged among themselves for 4 guineas. Would it be believed that the leaders' clerks got £5 a day for bringing up the papers from the leaders' chambers to the court? He really thought that this was a perfect disgrace. They were members of the legal profession, and it was an expensive profession, and they did not get much out of it—one of the judges had said that three hundred a year was all solicitors ought to make. But it was an expensive profession, and there was a good deal of risk attached to it, and to think that, after sitting in court for six hours, the solicitors were only to get paid 3 guineas, whilst the barristers' clerks got £5, was something which the Law Society ought to get altered. He moved his resolution in the hope that the Council would be able to correct and to get altered these anomalies, which were nothing more than matters of practice at the bar, and which he thought it was time were put an end to.

Mr. Patrick Shaw (London) seconded the motion. He said he would content himself with very few observations, not because he did not feel very strongly with Mr. Brinsley Harper that something ought to be done by which the perfectly anomalous conditions existing between the barristers and barristers' clerks and solicitors who employ them should not be altered. It was truly desirable that the matter should be taken in hand, and taken in hand with great vigour. The society had a Council for whom he had great respect, and he believed in their ability to carry whatever they determined should be carried. He sincerely trusted, therefore, that they would take the matter up seriously, because it was a matter which affected many practising solicitors, and it was very difficult to explain to one's clients, for the client often selected as his leader someone with exceptional abilities, or someone who was his particular fancy, whose fees were high; but that was no reason why the junior, who might have been satisfied with 10, 12, or 15 gs., should immediately ask for 18, 20, or 30 gs., as the case might be, because it was a certain proportion of the leader's fees. Surely it was a question of the labourer and his hire, and because the solicitor, in his desire to serve his client, who was insisting upon briefing some particular leading counsel, had to mark his brief with a fee of, say, 1,000 gs., there was no reason why the junior, who was certainly not worthy to receive more than 100 gs., should have 700 gs. He was sure that most of their professional brethren were with them in spirit in this question. He was sorry the members were too much occupied to come to a meeting at two in the afternoon, and thus show the public and the bar generally that there was a particular desire to serve their clients by saving their pockets, and at the same time getting from them the best services that money would buy.

Mr. Edward A. Bell (London) said he thought that in times of stress like the present controversial matters should be avoided, especially when they should regard the whole profession, in times like these, as one profession. He thought that the maxim *Inter arma silent leges* should apply. Mr. Brinsley Harper had made certain drastic statements, and he thought there should be some sort of indication that what he had said was not the feeling of every member of the society. Mr. Brinsley Harper had said that he moved the resolution in the interests of the public. He (Mr. Bell) hoped he might be allowed to ask the meeting, if it were in the interest of the public, why should they hit the junior counsel? The junior counsel had generally done the hardest part of the work, and he was generally regarded as properly earning his fee. Mr. Brinsley Harper had admitted so much by stating that he considered the fees allowed to settle statements of claim and other documents prior to trial should be increased. What did it matter whether a fee were increased, or whether the proportion which was allowed to the junior counsel should be allowed to stand? But whether the resolution were passed, or whether it were not, he did not think it would have the slightest effect on what was really the practice. After all, it was a question of negotiation between the members of the bar and the solicitors who instructed them, and if the client was sufficiently in a position to bear an expensive fee for briefing a learned and leading counsel, why should not the junior, who, no doubt, had done a great deal, if not the majority, of the work be allowed a fair and equitable proportion of his leader's fee? Beyond that, there was a way now open. The matter had been before the Bar Council Committee, and they had conferred with the members of the Council of the Society in 1890, in 1900, 1913, and in 1914, and on each of those occasions, if he might judge by the Annual Statement of the Bar Council, there had been efforts made to arrive at a *rapprochement*. In each of the last two years, 1913 and 1914, special notification had been directed by the Bar Council's Annual Report to the rule which existed, namely, that whenever there was any question relating to the profession between solicitor and counsel, it was as a matter of course within the powers of both the parties to refer the particular question for decision to the Chairman of the General Council of the Bar and to the President of the Law Society. He ventured to think that there was not one case in fifty in which there had been any real dispute as to the junior counsel's fee; and were they, for the fiftieth case, to put on record a rather offensive resolution such as that which they were debating? If there were any friction between members of the bar and solicitors as to the question of the proper proportion of a fee, here was a rule ready for them, of which they could take advantage, so that the matter could be settled without raising any controversial resolution of this kind. With regard to counsels' clerks' fees, the miserable half-crown or five shillings paid to the clerks, he did not think any answer was required to the remarks which had been made, except that it was beneath the dignity of the meeting to consider the matter.

Mr. Charles Ford (London) said he was very much surprised at the extraordinary speech to which they had just listened. They were very much indebted to Mr. Brinsley Harper for bringing forward this question. He had taken an infinite amount of trouble about it, and he hoped the meeting would support him in the excellent work he sought to do. It would very much serve the members of the solicitor branch of the profession, as well as the public at large. Mr. Bell had suggested that they ought not, in a case of this kind, to deal with controversial matters. That was downright nonsense. They would have, according to his experience, to peg away at the matter from the time when Mr. Brinsley Harper brought it forward for another two or three years at least, and then they would get that which was reasonable, and the bar would take a reasonable view of this very simple question. What was the origin of this extraordinary proposition, and why, because a first-rate man was paid a very big fee, therefore they were to pay a certain proportion to a very ordinary mortal, was very difficult to say. He could only suggest that leaders, in order to get the juniors to do as much work as possible, said they must have this proportion, and so they hoped the juniors would do the work. He hoped that someone would enlighten them as to the origin of this extraordinary practice. They did not want to speak disrespectfully of the Bar. They all admired their ability, but they really could not go on much longer with these extraordinary conditions between the Bar and solicitors and the public, and he did hope sincerely that the meeting would not hesitate to support the resolution. With regard to the clerks' fees, he quite admitted that this was a trivial matter, except that it was a ridiculous thing that solicitors or the public should pay this wretched half-crown. He hoped that before long some of the men at the bar would be sufficiently independent to say that it was a rotten state of things, and that they must put an end to it.

Mr. H. J. Adkin (London) moved, as an amendment, to omit all the words after the word "that," and to insert "in the opinion of this meeting, there is no existing rule entitling a junior counsel to require his brief fee to bear any fixed proportion to the brief fee of his leader." He did not move the amendment because he differed from Mr. Brinsley Harper's motion or the attitude he had taken up in the matter. On the contrary, he thought that the profession were very much indebted to him for the vigour with which he had approached the subject. His difference was not one of substance—in substance he quite agreed with him—but he differed in the matter of method, and he thought that, as a matter of tactics, it would not be advisable to pass the motion in its present form. His objections to it were mainly two. In the first place, there was a certain appearance in it of prodding the Council, and he thought they ought to avoid that, and he believed they would be more likely to gain their object by avoiding any appearance of anything of that sort. He did not think it was necessary to dictate to the Council that

they should take steps. He had confidence that they would take steps such as they considered advisable, and he wanted, not to force their hands, but to strengthen them. In the first place, he thought the resolution put the case of the bar much too high. It spoke of "the existing rules of practice." There were no existing rules of practice. He knew that most solicitors—he for one—were under the impression that this was a very ancient custom indeed, but it was not. It was a custom which had become general in comparatively recent years, and it was of comparatively recent origin. Even now, though it was general, it was not universal. He had heard, only on the preceding day, of an important case in which the junior counsel only received a fee of one-third of the large fee paid to his leader. That it was the general custom he did not, of course, dispute. But it could not plead long prescription. What they ought to do was to emphasise that fact in the form of a resolution of the society. That would very considerably strengthen the hands of the Council when they resumed their conversations with the Bar Council. The present custom seemed to have originated, and become fairly general, after the coming into operation of the Judicature Act. It was certainly not a rule. In the handbook of "The Law, Practice and Usage in the Solicitors' Profession," published by the society, appeared the following:—"In the opinion of the Council no rigid rule exists that the amount of the fee on a junior's brief is to bear a certain proportion to that marked on the leader's brief, though in practice some such proportion as three-fifths or two-thirds, no doubt, is generally adopted. The Council consider that the fee in each case should be marked by the solicitor on his own responsibility, and if the brief with the fee so marked is accepted by the counsel, he has no right to claim a higher fee or to refuse to appear in the case should he discover that his leader has received a fee to which the fee he has accepted does not bear the proportion stated. In expressing this opinion the Council have not overlooked the case of *Brown* v. *Sewell* (1880, 16 Ch. D. 517)." That was dated 27th March, 1889. That was, he thought, pretty convincing to the minds of most of them. The opinion of the Council in 1889 was that no such rule existed, neither did it exist now. It was a mere custom of recent origin. He wished to emphasise that. Of course, he would not attempt to support that by details, neither would it be possible to give the figures of actual cases. He might say that he had reason to believe that the Council had had certain figures and facts communicated to them, and he was quite sure that research in other directions would have the same result. He would mention three cases shewing the sort of division of fees which existed in 1878 and 1879. In one case the leader received £11 and the junior £5 10s.—one-half. He was speaking in pounds for convenience. In a case in 1879 the first leader received £27, the second leader £22, the junior £13—one-half. Another case, to which he would call special attention, and which was in the same year, where the first leader received £66, the second leader £55, the junior £11—one-sixth. Then they came to this result, that there was a general custom of very recent origin and having no claim to long prescription. He could understand the Bar. They would very much like to transfer this recent and dubious custom to a fixed rule, and he had no doubt whatever that that was their main object in these negotiations. But that was exactly the point at which the society should resist them, and he thought the meeting would best fortify the hands of the Council by passing a resolution in some such terms as he had suggested.

Mr. J. M. HASLIP (London) seconded the amendment. He might say that he agreed with a very great deal which had fallen from Mr. Brinsley Harper when moving his resolution, but where he differed was on the point to which Mr. Brinsley Harper had continually referred as to the proportion of two-thirds or three-fifths being an old rule, whereas the mover of the amendment had distinctly stated, and he himself cordially agreed with him from investigations he had made, that it was quite a modern practice and by no means an old rule. He thought that if the members of the society had the opportunity of investigating the fee books of a considerable number of solicitors in the City of London, who in the seventies and eighties had very large and litigious practices, they would find there were as many, and probably more, cases where the fees were less than two-thirds. A member of the junior bar had that day told him that, just lately, he had had three cases where a leader was briefed and his own fee marked on the brief was two-thirds. The real trouble with the bar was largely due to the excessive fees which had been demanded by the leaders during late years. There would have been no trouble with regard to the proportion of the fee to the junior if the fees paid to leading counsel to-day were anything proportionate to the fees paid in the seventies and eighties. It was the extraordinary increase of the fees to leaders which was causing the trouble. It was perfectly true, as Mr. Brinsley Harper had pointed out, that enormous pressure was placed upon every solicitor to mark the fee two-thirds, and the pressure was difficult to resist, because the junior in the case knew the work, and the brief could not be taken away from him because he demanded a large fee, and the solicitor had, therefore, to mark it. That, in his opinion, was largely the cause of the trouble. He happened to know the facts from having been largely behind the scenes, and he did not think the Council had quite dealt with the matter in the businesslike way that might have been expected. He did not think they were putting their case sufficiently as leaders in dealing with the Bar. It was eminently to the interest of the Bar to have a fixed arrangement, and eminently against the interest of the profession and the public not to have it. It was not a custom which the Bar Council really relied upon.

He thought, therefore, it would be the greatest mistake if any arrangement was made with the Bar that a solicitor was bound down to a fixed fee, whatever it was. The following was a paragraph of the report made by the Professional Purposes Committee of the City of London Solicitors' Company upon the subject of excessive fees to counsel. It was made after considerable investigation. "The committee are of opinion that during the last thirty to thirty-five years fees to counsel, other than in minor and small cases, have very largely increased, and this increase has been specially marked during the last ten years. Some thirty or thirty-five years since 20 guineas to 30 guineas to a leader was considered adequate remuneration in the vast majority of cases, and at the time when Sir John Karslake was Attorney-General a fee of 100 guineas was considered very large indeed. Counsel's fees commenced to increase about twenty five years since. In order to lessen the amount of their work, certain counsel made a rule not to take a brief unless a special fee of 50 guineas was marked upon it, this being payable by the client, and exclusive of party and party costs." He might explain that point; it was really the commencement of the trouble. When Lord Alverstone—he was then Sir Richard Webster—became very busy, he made it a rule that he would never take any brief unless 50 guineas was specially marked upon it, and that really was the main cause of these heavier fees being paid. That rule, of course, very nearly approached the practice of the present day in the Chancery Division, and he did not think that anybody would have any objection to that, because the ordinary fee was marked on the brief, and the junior got his proportion of the fee, and if one wanted a special man one paid him for it. The report continued: "This rule very nearly approaches the rule in the Chancery Division among the K.C.'s who go 'special.' Within the last few years fees have increased beyond reasonable proportions, taking into consideration the amount of work done or the time involved. The committee are of opinion that every effort in the interests of the public should be made to bring fees within reasonable proportions, and commensurate with the work required to be done, and that it is not in the interests of the bar as a body or of solicitors that unnecessarily large fees should be demanded."

Mr. T. H. DEIGHTON (London) said he had come to the meeting with the intention of supporting Mr. Brinsley Harper's motion, but he had intended to offer one objection to it, namely, that it spoke of the existing rules. A few days since he had had a discussion with one of the judges upon the matter, and had shewn him the resolution. He stated that he was very glad the subject was being dealt with, because he considered the rule unjust and absurd. He further stated that when on circuit he had discussed the matter with the late Baron Huddleston, who said that it was then a practice which was creeping up, and had no foundation or justification in any shape whatever. That was the view of one of His Majesty's judges of the day, and he thought it ought to receive some consideration. He hoped that the profession would not take the matter lying down, but that they would be prepared to deal with it vigorously. He believed that if the other branch of the profession knew that solicitors were not prepared to adopt this rule some alteration would be made.

Sir HOMEWOOD CRAWFORD (City Solicitor, a member of the Council, Senior Past Master, City of London Solicitors' Company) said he thought that it was not quite fair that the remarks which had fallen from Mr. Brinsley Harper should go unanswered, because they amounted really to a reflection upon the Council. He wanted to bear his testimony, as the senior member of the City of London Solicitors' Company, to the immense amount of attention and time, and the great courtesy shewn by the Council to the representations which had been made to them on behalf of that society, with a view to dealing with this very important matter. Mr. Brinsley Harper very properly looked upon it as an important matter, and it was an important matter, not for solicitors merely, not even for the bar, but its greatest importance was in the interest of their clients. He wanted to point out to Mr. Brinsley Harper that he could not be aware of the negotiations which there had been between the Council and the Bar Council. Sir Walter Trower,

and those working with him, had worked most assiduously, not merely over the question of the two-thirds fee, but on far more important matters, such as the question of refreshers and other matters which had also been the subject of very careful investigation between those bodies. It was, therefore, wrong to say that the Council had not been sufficiently stiff-backed, and that they had not done their duty to the members of the society generally. His appeal to Mr. Brinsley Harper was on that ground. It was perfectly clear that practically they were all agreed, and, if one were to adopt Mr. Brinsley Harper's proposition they would really be playing into the hands of the Bar Council, because they would be placing it upon record that, as a matter of fact, there did exist rules of practice in the matter. He (Sir Homewood Crawford) denied emphatically that such rules existed. A practice had grown up, simply as a matter of convenience, among leaders of the profession, but there was no binding rule upon any members of the solicitor branch to mark the junior's brief with two-thirds of the fee marked on the senior's brief. From his official position, and that of his predecessors, having probably briefed a great many more counsel than a great many of those in the meeting, he could appeal to the books for centuries to support his statement. He had certainly gone through them for the last fifty years, and he could state that it was absurd to say that there was any rule of the kind. He had found from investigation that this practice had only been in existence since about 1876. The year 1880 was the time when members of the Bar, and more especially one member whose name had been mentioned, insisted, almost for the first time as far as the common law bar was concerned, upon having a special fee marked, because he wanted to reduce the amount of business with which he was inundated, and at the same time did not want his pocket to suffer. If they would look at the work of Lord Alverstone to which Mr. Brinsley Harper had referred, it would be seen that Lord Alverstone stated there that that was the case, and he started that practice, with the result that for some three or four years it was the practice to mark a special fee of 50 guineas in every case in which Mr. (afterwards Sir) Richard Webster, was briefed. Then, it would be remembered, the Bar Council, which was then practically a junior body, came into existence to protect the rights of the junior bar. The junior bar saw that they might suffer by these special fees, and the junior bar, through the Bar Council, began to take the matter up. If any one would take the trouble to ask the various benchers whether such a rule of practice existed, they would say that there was no such rule. There had been simply a custom, which had been followed for the sake of convenience. Would not it be better for the meeting to simply lay down, once for all, that no such rule existed, and the result would be that the Council could resume their negotiations with the Bar Council, and tell them most definitely that, so far as the solicitor branch was concerned, they declined to recognize the existence of that rule. Whether they might go on, as a matter of practice and convenience, to lay down a scale as had been suggested was a matter for consideration, and as to that there would be no difficulty. On the question of a scale, he might remind Mr. Brinsley Harper that he was absolutely wrong in supposing that the Council commenced their negotiations with the Bar Council upon the question of 100 guineas. He was sure that Sir Walter Trower would tell them that the negotiations commenced on a much lower basis than that. It was altogether an error, and, because Mr. Brinsley Harper did not know what had gone on he rather unadvisedly, as he (Sir Homewood Crawford) thought, had made his attack. He wanted to take the opportunity of shewing Mr. Brinsley Harper that personally he was deeply indebted to the Council, because he came to the Council really as the representative of the Solicitors' Company, and he wished to take the opportunity of acknowledging the great courtesy which had been extended to that society, and the immense amount of time the Council had given in dealing with this important subject. He urged the meeting to understand generally, and to say that no such rule existed. Let them shew their continued confidence in the Council, by allowing them to resume their negotiations with the Bar Council, in order to see whether some happy arrangement could not be arrived at.

Mr. BRINSLEY HARPER said he was perfectly willing to put in, after "the existing rules of practice," the words "claimed by the Bar." That would shew that the society did not admit the rule. The City of London Solicitors' Company ought to accept that.

Sir HOMEWOOD CRAWFORD suggested that the word "existing" should be left out.

Mr. BRINSLEY HARPER said he did not mind that, as long as he got something general. The amendment tried to torpedo his resolution. Nothing could be done if it were carried out. The rule was practically claimed by the Bar.

Mr. GEORGE COSENS (Master, City of London Solicitors' Company) said he should speak, not from his official position at all, but simply as a member of the society, ofwhich they were all loyal members, although they did belong to other societies. He did not agree with some part of Mr. Brinsley Harper's resolution. He thought it requested the Council to state, if they were able to do so, that, before they made any official arrangement with the Bar Council, they would submit it to the vote of a general meeting of the society. He thought the Council would say that it would be desirable to follow that course, because any drastic action in a matter of this kind ought to have the consent of a majority of those who took the trouble to come to these general meetings. It would be the most satisfactory course. But he could not support Mr. Brinsley Harper's resolution in preference to the amendment. He considered that for the reason given by the mover of the amendment it was far preferable to put it by way of amendment than to combine the two by way of a resolution. The remarks which had fallen from Sir Homewood Crawford had justified the Council, and shewn that they had given during the past two years a great deal of time and consideration, and much study to the subject, in the endeavour to come to some arrangement with the Bar Council. If, by the amendment, they could strengthen the hands of the Council in the future conduct of their negotiations, it would be the best policy for the meeting to adopt.

Mr. BRINSLEY HARPER said he would like his resolution to read, "That, in the interest of the public, the Law Society take the necessary steps to get altered the rules of practice claimed by the Bar that"; then followed No. 1. He hoped the City of London Solicitors' Company would accept that, and that it would receive the support of the Council.

A Member said it appeared to him that if they passed the resolution they would be seeking to alter something which did not exist.

Mr. W. H. WINTERBOTHAM (Official Solicitor, a member of the Council) said the resolution proposed to alter something which they did not admit to exist. Surely it would be more convenient to say the rule did not exist. It seemed to him that the amendment was the natural thing to agree to. It came to much the same thing as the resolution.

Mr. BRINSLEY HARPER said that before the amendment was put to the meeting he would like to point out that his resolution had been approved by two former presidents of the society. Mr. Samson said, "The Council are in complete accord with your proposal, and think it a matter that must be gone into, and hope to get satisfaction from the Bar Council." Sir Walter Trower said he hoped the negotiations with the Bar Council would come to a satisfactory conclusion, adding, however, that he hoped the motion would not be withdrawn, as "it was highly desirable it should be kept upon the paper." They knew exactly that there was a rule of practice at the Bar. It was absurd to say there was not. He had the rule of the Bar Council themselves in 1900. They said it was in accordance with the practice of the profession that the junior counsel should refuse to accept a brief unless he got a proper proportion of the leader's fee. Sir Homewood Crawford had said that he (Mr. Brinsley Harper) did not know what had been done by the Council and the Bar Council. He had the decision of the Bar Council, and the reply of the Council of the society. All he was anxious for was that the hands of the Council should be strengthened, and that the Bar Council should know that the solicitors were behind the Council in the matter, and that they should not try to get out on a technical point as to whether there was a rule or not. The rule was claimed by the Bar Council, and the resolution as amended would strengthen the Council's hands.

The PRESIDENT said the amendment now read as follows:—"That, in the interest of the public, the Law Society take all necessary steps to protest against the claim of the Bar that the fees payable to junior counsel must necessarily be in all cases from three-fifths to two-thirds of the fees payable to the leading counsel." It seemed to him that the motion and amendment were now very close together. This would give a common ground of agreement.

Mr. BRINSLEY HARPER moved the resolution in its amended form.

The resolution as to clerks' fees was deleted.

Mr. ATKIN seconded, and it was unanimously adopted.

SOLICITORS AND ARTICLED CLERKS WITH THE FORCES.

Mr. EDWARD A. BELL moved the following motion, in accordance with notice:—"That the Council consider the expediency of:—'(*a*) Presenting on behalf of the society some distinctive token to all solicitors and articled clerks who shall have served with His Majesty's Forces during the present war. (*b*) Causing a memorial tablet to be erected in the Society's Common Room, upon which should be engraved the names of those solicitors and articled clerks whose names shall appear on the Society's Roll of Honour. (*c*) Compiling a record of solicitors and articled clerks who have enrolled themselves as Home Guards, Naval Reservists, or Special Police Reserves.'" He said in this question he regarded the legal profession as a whole. There was no question of Barrister and Solicitor. It occurred to him that a few statistics might be useful. He found that there were 3,472 practising barristers, of whom 821 were serving, giving a percentage of members of the Bar of 23½ serving in His Majesty's forces. Amongst those serving no less than nine were King's Counsel. The number of practising solicitors was 16,939, and at the present moment there were serving with the forces 1,831. There were no records of the Bar students who were serving at the front, but there were records of the students in the solicitor branch, and he found that there were 1,900 articled clerks extant, of whom over 981 were serving with the forces, which represented a percentage of over 51 per cent. of the articled clerks. The percentage of solicitors serving with the forces was 10¾. He thought that was a good record, and no words of his were needed to recommend the resolution. He respectfully suggested to the Council, with regard to paragraph (*a*) of his resolution, that they should present a distinctive token to all solicitors and articled clerks who should have served at the front during the present war. With regard to paragraph (*c*), he was told by the secretary, and by Mr. Macey, who had compiled these records, that it would be a matter of very considerable difficulty to compile a record of the solicitors and articled clerks who might be serving, for what he might call Home Defence, but he would venture to suggest it was a matter of possible accomplishment that a record, not necessarily printed, should be kept

amongst the archives of the society of those members of the solicitor branch of the profession who were serving in some way or other as Home Guards, or who were otherwise engaged in Home Defence. He thought he need not say much as to a Memorial Tablet. He thought that, knowing, as they did, that at the present moment fourteen solicitors had lost their lives whilst serving, nine of them at the front, there could not be any opposition amongst the members of the society to the motion that there should be a suitable memorial inscribed, as a Glorious Record and in Honoured Memory of those brethren who, contending against the foes of our country, "foremost, fighting, fell."

The PRESIDENT said that when the time came for celebrating what we hoped would be a glorious victory, the Council would take into their careful consideration what should be done with regard to the members of the profession and articled clerks serving at the front, and, at the same time, they would take into consideration the suggestions Mr. Bell had made.

The resolution was not, therefore, submitted to the meeting.

THANKS TO PRESIDENT.

Mr. FORD moved a vote of thanks to the President. He said he was sure it was a matter of extreme gratification to them that they saw the President taking the chair, wearing His Majesty's uniform. He was only very sorry that there were not more members present in that uniform. It was within his knowledge that at the present moment another partner in the President's firm, he believed the President's own son, was serving at the front.

Mr. BELL seconded the motion. He said he might also be allowed to mention that the Vice-President had a son at the front.

The PRESIDENT: Thank you very much. I hope that when we next meet we shall have made a very considerable advance to what we are all hoping for—namely, peace.

Mr. FORD: Peace with honour.

The Union Society of London.

A meeting of the Union Society of London was held at the Lecture Room, King's Bench Walk, on Wednesday, the president, Mr. Harry Geen, in the chair. Mr. Coram moved: "That the war has put an end to the Women's Suffrage Movement." Mr. Quass opposed. There also spoke: Messrs. Bright, Rastourguoff, Kingham and Geen. The motion was lost.

Companies.

London City and Midland Bank.

FINANCIAL POSITION.

GERMANY'S EXPEDIENTS.

The general meeting of the London City and Midland Bank (Limited) was held on the 29th ult. at Cannon-street Hotel, E.C., Sir Edward H. Holden, Bt., chairman of the company, presiding.

The chairman, in moving the adoption of the report and accounts, discussed in much detail the methods adopted by Germany in financing her huge and terrible scheme for subjecting the whole world to German domination. They had had little idea last year, he said, that they were on the threshold of a war of such gigantic proportions, though they had seen and noted the steady accumulation of gold in Germany. The action of the Dresdner Bank on 18th July last in selling its securities and in advising its clients to sell theirs was recognised as the first semi-official intimation of a probable European conflagration.

With the declaration of war between Austria and Servia on 28th July runs on the Reichsbank for gold and on the German joint stock banks for gold or notes took place, and to meet the difficulties of the situation the Reichsbank discounted during the month of August alone about 200 million sterling of bills. Further, to meet the situation war loan banks, war credit banks, and war aid banks were established all over the country, and use was made of the mortgage banks already established. The idea was to keep down the issue of Reichsbank notes as much as possible, and with that aim in view notes were issued through the media of the various war and credit banks, advances to the extent of 75 per cent. of Government securities and of 45 per cent. of other securities and produce pledged therewith being made.

Those advances were made in war bank notes, which were legal tender. Similar notes were issued by the mortgage banks on mortgage of properties; but Germany, knowing that the eyes of the world would be fixed on her gold position, carefully maintained a difference between the Reichsbank note issued on the basis of gold and bills of exchange and those other notes which had no relation whatever to gold. By the end of August the total discount and loans of the Reichsbank had amounted to about 243 million sterling, and the total notes issued to about 212 million sterling, and the pressure on the bank had to be relieved by the War Loan, which was subscribed largely by people pledging their securities and properties and taking up the loan with the proceeds.

TEST OF "FINANCIAL MOBILISATION."

The time to test the soundness of the "financial mobilisation" was when all the securities which had been pledged came to be redeemed. It was conceivable that enormous losses would then occur to those who had become indebted to the war banks and other societies. Almost every country had had to adopt measures to increase its currency to meet the extraordinary demands which had arisen for money. Reviewing the various methods adopted, the chairman said that so far as they were concerned the Bank of England could not increase its note issue unless gold were deposited.

Let them compare that with the position of every other country, and ask themselves the question if the Act of 1844 should not be amended. Bankers had for years seen the weakness, and for a considerable time before the crisis a committee had been sitting to try and decide on some satisfactory scheme, and had suggested that the Act should be amended to the effect that if one-third of gold and two-thirds of securities were placed by the banks in the issue department a corresponding amount of notes might be issued. Strong opposition was shown by the Bank of England, and when the crisis arose it was decided to adopt the measure of issuing Treasury notes.

Dealing with the exciting period of early August, the chairman asserted that those who had saved the situation were the customers of the banks and the Press of the country. A debt of gratitude was owing by the bankers to the Press, which had so loyally and intelligently advised the people to continue their confidence in their banking institutions.

Dealing with the affairs of the bank, the chairman said their deposits amounted to about £126,000,000 and their cash in hand to about £33,000,000.

Their acceptances amounted to £7,211,000, and although difficulties had been experienced in sending forward remittances, they had not sustained the loss of a single penny in respect to them. Call and short notice money and Stock Exchange loans were £9,865,000, and notwithstanding the arrangement for deferring repayment of Stock Exchange borrowings, those loans were being rapidly paid off. Their bills of exchange had reached a total of £14,086,000, and ample provision for them had been made out of profits, while he did not believe there was a doubtful account not amply provided for in their advances of £62,400,000. The net profits for the year were £1,106,808, and the dividend, at the rate of 18 per cent., was the same as last year.

Mr. W. G. Bradshaw seconded the motion, which was carried unanimously.

Law Students' Journal.

The Law Society.

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 13th and 14th of January, 1915.

A Candidate is not obliged to take both parts of the Examination at the same time.

PASSED.

Best, Herbert.
Bourne, Cecil William
Browne, Charles Howe.
Coustas, Alexander Pantélis, B.A.London.
Davies, Arthur Russell.
Elkin, Richard Symons, B.A.Oxon.
Hadgkiss, William.
Hastings, Raymond William.
Heyworth, Thomas Francis, B.A.Oxon.
McCready, Thomas Robert.
Oppenheim, Percy Guy.
Powell, James.
Smith, Ronald Dudley.

THE FOLLOWING CANDIDATE HAS PASSED THE LEGAL PORTION ONLY:—
Tuff, Frank Noel.

No. of Candidates ... ... 31. Passed ... ... 14.

THE FOLLOWING CANDIDATES HAVE PASSED THE TRUST ACCOUNTS AND BOOK KEEPING PORTION ONLY:—

Bates, Francis Osborne.	Llewellyn, John Harold.
Bevan, David William.	McDonnell, Walter Edward James.
Chaloner, Arthur Ernest Gregory.	McNaught, Douglas Ramsay.
Chislett, William Arthur.	Mason, Ernest Edwin.
Cook, Frank Oldham.	Newton, Frank Leslie.
Fairbairn, Ernest Halford.	Nias, Harold Raymond, M.A.Oxon.
Freedman, Herbert.	Rowe, Cecil Denton.
Garner, William Thomas.	Seller, Herbert Evans.
Guest, William Arthur.	Stewart, Vernon Forster.
Hook, John Sealborne.	Ward, Walter, B.A.London.
Lewis, William Owen, LL.B.Liverpool.	White, William, LL.B.Manchester.
Lindley, Frank Joshua.	Williams, William Arthur.
	Wing, Richard.

No. of Candidates ... ... 41. Passed ... ... 38.

By order of the Council,
E. R. COOK, Secretary.

Law Society's Hall, Chancery-lane, London, W.C.
29th of January, 1915.

FINAL EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on 11th and 12th of January, 1915:—

Ashton, Albert Lees.	Law, Edgar Raymond.
Barker, James.	Lazarus, Bernard Arthur Montague.
Bloomer, Hugh Sudell.	Lewis, William Lester.
Briggs, Albert.	Liddle, Percy Henry.
Brignall, William Charles Edgar.	Lloyd, William Reginald.
Broady, Harold.	Lyne, Joseph Percy.
Burrows, John.	Lynskey, Edward, LL.M. Liverpool.
Cleave, Stanley William.	
Cooper, Albert Gordon.	Macbeth, John James.
Cosgrove, Norman Reseigh.	Mainprize, George Tom.
Dutton, Harold, B.A., LL.B. Cantab.	Mason, John Mellard.
	Merrett, Edward Lewis.
Edwards, Cyril Ernest, LL.B. London.	Paine, Leonard Alfred Grevis.
	Pollard, Edwin.
Enoch, Henry Ainsley, M.A. Oxon.	Prance, Basil Henry.
Farrant, Sidney George.	Rushton, Wilfred Oates, B.A. Oxon.
Forshaw, John.	Selman, Arthur Philip.
Forster, William Oxley.	Sidebotham, Joseph, B.A. Oxon.
Foy, William Archibald.	Swale, Thomas.
Gill, Sanderson Henry Briggs.	Thomas, Frederick Dunbar.
Gosney, Leslie Lawrence.	Walker, Charles.
Gray, Percy Riley.	Walls, Herbert.
Hanscombe, Richard Noel.	Wiley, Terence John.
Harrison, Charles John.	Williams, Alun.
Hughes, Edward.	Woolland, John.
Jaques, William Huskisson Vyvyan.	Yarwood, John Llewelyn.

No. of Candidates ... ... 73. Passed ... ... 49.

By order of the Council,
E. R. COOK, Secretary.

Law Society's Hall, Chancery-lane, London, W.C.
29th of January, 1915.

Law Students' Society.

UNIVERSITY OF LONDON INTER-COLLEGIATE LAW STUDENTS' SOCIETY.—At a meeting held on Tuesday, 2nd February, 1915, at University College (Mr. R. F. Levy, president, in the chair), the subject for debate was: "That this house favours the adoption of the principle of nationality after the war." Mr. T. Francoudi opened in the affirmative, and Mr. A. Carreras in the negative. The following members also spoke:—Messrs. C. F. Inniss, E. M. Duke, R. H. Gregorowski, H. P. Wells, and W. H. Easty. The leaders replied, and on the motion being put to the meeting it was carried by 2 votes.

Legal News.

Appointments.

Mr. G. F. HOHLER, K.C., M.P., and Mr. A. H. BODKIN have been elected Benchers of the Inner Temple.

Mr. F. BRINSLEY-HARPER, J.P., has been appointed a Commissioner for the Province of Saskatchewan, Canada.

General.

The Senior Official Receiver and Special Manager announce that the whole of the assets of the Birkbeck Permanent Benefit Building Society have now been dealt with, and that a final dividend of 9½d. in the pound will be paid on and after Wednesday, 7th April, 1915, making a total distribution of 16s. 9½d. in the pound. The necessary notices for the collection of the dividend will be issued to members and customers of the society immediately before 7th April, 1915.

According to the German *Juristen Zeitung*, says a Reuter telegram from Amsterdam, dated 1st February, the casualty lists published till 25th January contain the names of 1,279 lawyers who have been killed on the battlefield. They include five professors, 275 Government and municipal officials, 220 solicitors, and 334 judges.

The Court at The Hague has pronounced judgment against the solicitor C. P. van Rossum, who was accused of having endangered the neutrality of the Netherlands and of having insulted the Kaiser by publishing a pamphlet. Rossum was acquitted on the first charge, but was sentenced to 300 florins fine or sixty days' imprisonment on the second.

Mr. John Gilbert Hay Halkett, the newly-appointed metropolitan police magistrate, took his seat for the first time at Greenwich Police Court on 28th January, in the place of Mr. Arthur Hutton, who has retired on account of ill-health. His worship was welcomed by Mr. Scard, on behalf of the local solicitors. The new magistrate had a comparatively light list, and disposed of the cases very quickly.

At the London Sessions on Wednesday, says the *Times*, John Richardson, thirty-four, described as an engineer, pleaded "Guilty" to extensive thefts of luggage, and was sentenced to four years' penal servitude. Counsel stated that the prisoner made a practice of taking rooms at hotels near London railway termini. Between September and January he was responsible for the theft of £400 worth of luggage at Euston, and very little of it had been recovered. He appeared to have a grievance against the law, or a fondness for robbing its representatives. On one occasion he stole a bag belonging to a barrister; later he robbed Mr. H. M. Vaughan, a justice of the peace, and then stole from King's Cross Station Judge Atherley-Jones's suit case, containing, among other things, his wig and gown. Several judgments were in the pocket of the judge's overcoat when it was recovered from a pawnbroker's.

THE London County and Westminster Bank (Limited) announce that Mr. F. W. Blackwell, the manager of their Lombard-street office, will, after nearly forty-six years' service, retire on pension at the end of this month, and that the directors have appointed Mr. D. N. Youle, at present assistant manager, to succeed him in the management.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1	Mr. Justice JOYCE.	Mr. Justice WARRINGTON.
Monday Feb. 8	Mr. Greswell	Mr. Synge	Mr. Borrer	Mr. Leach
Tuesday 9	Bloxam	Church	Leach	Goldschmidt
Wednesday .. 10	Jolly	Farmer	Greswell	Church
Thursday 11	Borrer	Bloxam	Jolly	Greswell
Friday 12	Goldschmidt	Greswell	Bloxam	Jolly
Saturday 13	Leach	Jolly	Synge	Borrer

Date.	Mr. Justice NEVILLE.	Mr. Justice EVE.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.
Monday Feb. 8	Mr. Farmer	Mr. Jolly	Mr. Bloxam	Mr. Church
Tuesday 9	Synge	Greswell	Jolly	Farmer
Wednesday .. 10	Bloxam	Borrer	Synge	Goldschmidt
Thursday 11	Goldschmidt	Synge	Farmer	Leach
Friday 12	Leach	Farmer	Church	Borrer
Saturday 13	Church	Bloxam	Goldschmidt	Greswell

The Property Mart.

Forthcoming Auction Sale.

February 18.—Messrs. STIMSON & SONS, at the Mart, at 2: Freehold and Leasehold Ground Rents (see advertisement, back page this week).

Result of Sale.

Reversions, &c.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Periodical Sale of these interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold, at the prices mentioned:—

ABSOLUTE REVERSION:—

To about £462	Sold £130
To shares of three trust funds	£950
To about £100	£65

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Jan 29.

BRITISH AND CONTINENTAL STEAMSHIP Co, LTD.—Creditors are required, on or before Feb 27, to send their names and addresses, with particulars of their debts or claims, to Herb rt A. Maw, 4, Harrington st, Liverpool, liquidator.

COTTON GINNING SYNDICATE, LTD.—Creditors are required on or before Feb. 25, to send their names and addresses, and the particulars of their debts or claims, to Geo. S. Pitt, 7, Gt. Winchester St., liquidator.

DAY AND NIGHT SCREENS, LTD.—Creditors are required, forthwith to send their names and addresses, and the particulars of their debts or claims, to Mr. Percy Weiller Straus, 7, Gt Warchester st, liquidator.

GRAVITY CLOCK CO LTD (IN VOLANTARY LIQUIDATION).—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to F. J. Sheen, Caxton House, Westminster, liquidator.

JOHN BACON, LTD.—Creditors are required, on or before Feb 27, to send their names and addresses, with particulars of their debts or claims, to Herbert A. Maw, 4, Harrington st, Liverpool, liquidator.

F. H. POWELL & CO, LTD.—Creditors are required, on or before Feb 27 to send their names and addresses, with particulars of their debts or claims, to Herbert A. Maw, 4, Harrington st, Liverpool, liquidator.

NORTHAMPTON CORN EXCHANGE CO, LTD.—Creditors are required, on or before Feb 15, to send their names and addresses and the particulars of their debts or claims, to Frederick Samuel Jeffery, 1, Guildhall rd, Northampton, liquidator.

SHEFFIELD TWIST DRILL CO, LTD.—Creditors are required, on or before Feb 13, to send their names and addresses, and the particulars of their debts or claims, to Charles Turner, F.C.A., 155, Norfolk st, Sheffield, liquidator.

WM. SMITH & SONS (CONTRACTORS), LTD.—Creditors are required, on or before Mar 1, to send their names and addresses, and the particulars of their debts or claims, to William Peet, Bank Buildings, 1, High st, Croydon, liquidator.

WATCHFUL STEAMSHIP CO, LTD.—Creditors are required, on or before Feb 27, to send their names and addresses, and the particulars of their debts or claims, to Herbert A. Maw, 4, Harrington st, Liverpool, liquidator.

JOINT STOCK COMPANIES

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Feb. 2.

FARMERS' UNION DIRECT SUPPLY, LTD.—Creditors are required on or before Mar 15, to send their names and addresses, and the particulars of their debts or claims, to James Edward Costello, 90, Cannon st, liquidator.

LIVERPOOL HYDRAULIC PACKING CO, LTD.—Creditors are required, on or before Mar 1, to send their names and addresses, with particulars of their debts or claims, to J. S. Melkle, Leeds st, Liverpool, liquidator.

PAYNE & KING, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Mar 6, to send in their names and addresses, and the particulars of their debts and claims, to Robert Rhodes, 18, Low Pavement, Nottingham, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Jan 29.

Cheltenham Platiug Co, Ltd.
Day and Night Screens, Ltd.
The Perfect Play Houses, Ltd.
The Clock Screens, Ltd.
The New Colorado Gold Mining Co, Ltd.
Papua Trading and Planting Syndicate, Ltd.
The Maikop Alliance Syndicate, Ltd.
Q.T. Syndicate, Ltd.

London Gazette.—TUESDAY, Feb. 2.

Fairholme (Southsea), Ltd.
Commercial Journals, Ltd.
Central Art Gallery, Ltd.
Scott, Haig & Co, Ltd.
West Prince, (1914) Ltd.
Blakey & Marians, Ltd.
Associated Garden Estates, Ltd.
Journals and Publications, Ltd.
Marsden & Son, Ltd.
Ludgate, Ryder, & Thomas, Ltd.
William Monks, & Son, Ltd.
Brougham & Richfield, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 29.

ALDERSON, RIDLEY, Harrogate Mar 31 Bird & Sons, Newcastle upon Tyne
BAGLEY, JAMES, Beaconsfield, Bucks Mar 1 Pittfield, Pe worth, Sussex
BARKER, RICHARD VINCENT, late a Captain in H.M. Regiment of Royal Welsh Fusiliers Mar 1 Birch & Co, Friars, Chester
BESLEY, BARTON HOPE, Honiton, Devon Mar 1 Holt & Co, Southampton st, Bloomsbury sq
BOOTH, MARY ANNE, Stockport Feb 23 Aston & Co, Manchester
BOULTER, LILIAN ANN, Tunbridge Wells Feb 27 Wedlake & Co, Serjeants' inn Temple
BOULTON, FRED. Isham, Northampton, Draper's Buyer Mar 1 Walker & Co, Spilsby
BRANDON, HUBERT DE BATHE, East Sheen, Surrey, Laundry Proprietor Feb 28 Indermaur & Brown, Chancery la
BRASSINGTON, LUCY HELEN, Wolverhampton Feb 24 Hall, Wolverhampton
BRISTOW, JANE, Machell rd, Nunhead, forthwith to the Public Trustee, 3 and 4, Clement's Inn, Strand
BROWN, GEORGE, Patricroft, nr Manchester Mar 1 Bowden, Manchester
BROWN, THOMAS SWAFFIELD, Sheffield, Artist Feb 20 Fernell & Son, Sheffield
BROWNE, HARRIETT LOUISA, Worthing Mar 1 Oldman & Co, Harcourt bldgs Temple
CECIL, HENRY, Bournemouth Mar 1 Westcott & Sons, Strand
CLATWORTHY, WILLIAM, Formosa st, Paddington Mar 6 Simpson & Co, Gracechurch st
COCKERTON, EDITH EMILY MARIAN COULTHURST, Carysfort rd, Clissold Park Mar 10 Popple, Great St Thomas Apostle
COMPTON-THORNHILL, RICHARD ANTHONY, Buckingham Mar 1 Peters & Ellis, Guildhall chmbrs
CORNOCK, WILLIAM, Aust, Gloucester Farmer Feb 27 Crossman & Co, Thornbury
CRAMENT, MARY, Thorner, Yorks Feb 13 Hewson & Co, Leeds
CROCKER, WILLIAM WALTER, Camberwell gr, Camberwell, Merchant Mar 1 Haines, Serjeants' inn
DOUGHTY, ROGER, Manchester Feb 28 Challinor, Manchester
DOWSING, ELIZABETH JANE, Upham Park rd, Chiswick Mar 1 Millar & Sons, St. Thomas' st, London Bridge
FERGUSSON, FERGUS, Johannesburg, South Africa Mar 12 Ramsden & Co, Gracechurch st
FORD, WILLIAM, Nottingham Mar 1 Ford, Nottingham
FRASER, Hon SIMON, Bank chmbrs, Baker st Feb 28 Watkins & Co, Sackville st, Piccadilly
GILL GEORGE TOPHAM STRANGWAYS, Lancaster rd, Hampstead, Music Publisher Mar 1 Burgess & Co, New sq, Lincoln's inn
HARJEE, RAMCHANDRA, Bombay, India Feb 27 Maddison & Co, Old Jewry

HAYDEN, GEORGE, Southsea Mar 1 Biscoe-Smith & Blagg, Portsmouth
HOULLSWORTH, MARY, Southport Feb 27 Wilmot & Regd. Hodge, Southport
JAMES, ANNE, Culverden rd, Balham Mar 1 James, Clement's inn
JONES, ELLEN, Liverpool Mar 15 T bbits, Liverpool
JONES, SUSANNAH, Friern Barnet, Herts Feb 27 Farmans, High Holborn
KERR, WILLIAM, Balham High rd Feb 23 Tatton & Co, Kensington High st
LAINE, ROBERT, Melksham, Wilts Mar 2 Wansbroughs & Co, Bristol
LANYON, SYDNEY, Lloyd's av, Fenchurch st Feb 27 Perks, New Broad st
MARKHAM, RONALD ANTHONY, Curzon st, Mayfair Mar 10 Burch & Co, Spring gdns
MAWER, HEDLEY, Spilsby, Lincoln, Butcher Feb 26 Walker & Co, Spilsby
MULHOLLAND, Hon ANDREW EDWARD SOMERSET, late a Captain in H. M. Irish Guards Mar 12 Bischoff & Co, Great Winchester st
MYERS, WILLIAM, Bradford Mar 15 Rawnsley & Peacock, Bradford
OXLEY, GEORGE, Burnham Westgate, Norfolk Feb 20 Loynes & Son, Wells, Norfolk
OXLEY, JANE, Burnham Westgate, Norfolk Feb 20 Loynes & Son, Wells, Norfolk
PARKER, CHARLES JOHN BULLIVANT, Grantham Feb 27 Peake & Co, Sleaford
RAMSBOTHAM, CYRIL, Dorking, Surrey Mar 12 Simpson & Bowen, New Broad st
ROBSON, ALEXANDER, Berwick upon Tweed Feb 27 Sanderson & Co, Berwick upon Tweed
ROSS, NEIL ANDERSON, Southport, Cafe Proprietor Mar 2 Brighouse & Co Southport
SMITH, WILLIAM, Farsley, nr Leeds, Engine Driver Feb 22 Bulmer & Co, Leeds
SMITH, WILLIAM DOOLAN, Hove, Sussex Mar 1 Marks & Colbourne, Brighton
STEVENTON, MARIA, Wellington, Salop Feb 26 Newill, Wellington
TEMPLEMAN, Maj-Gen ALFRED, Budleigh Salterton, Devon Mar 15 Bazeley & Co, Bideford
THOMPSON, JOSEPH, Ryder st, St James' Feb 22 Lister, Thavies inn
THORP, MARTHA MARIA, Manchester Feb 28 Heath & Sons Manchester
TOBIN, FREDERIC, Charlcote Vicarage, Warwick Mar 1 Burgess & Co, New sq, Lincoln's inn
TRYTHALL, MARY JANE, Bankton rd, Brixton Mar 1 James, Clement's inn
TURLE, CHARLES PHILIP, Wimborne, Dorset, Newspaper Reporter Feb 18 Dibben & Co, Wimborne
URWICK, WILLIAM, HENRY, Stowey House, Clapham Common Mar 3 Miller & Co, Savile row
VINALL, SARAH, Dover, Mar 13 Lewis & Pain, Dover
WHITWORTH, WILLIAM, Wishaw, Warwick, Farmer Mar 6 Pinsent & Co, Birmingham
WILLIAMSON, WILLIAM, Stirton, nr Skipton, York, Farmer Mar 1 Knowles, Skipton
WOOD, ELIZABETH ANN, Blackpool Mar 1 Worden, Blackpool

London Gazette.—TUESDAY, Feb. 2.

ARTHUR, SUSANNA, Lowestoft Feb 26 Tippetts, Maiden ln
AUFHOLZ, AUGUST, Highbury New pk, Merchant Feb 26 Tippetts, Maiden ln
BAKER, HENRY GEORGE INNGS, Eastbourne, Hosier Mar 10 Wells & Sons, Paternoster row
BARNHAM, SUSAN, Kenton rd, South Hackney Mar 6 Stock & Slater, Walbrook
BEAUMONT, Madame STELLA FERNANDE DE, South grove Highgate Feb 28 Lowe & Co, Temple gdns
BOSTOCK, FRANCIS CHARLES, Kensington mans, Earl's Court, Entrepreneur Feb 26 Tippetts, Maiden ln
BRADSHAW, FRANK SEYMOUR, late a Captain (who died in action in Belgium) Mar 3 Holloway & Co, Lincoln's Inn fields
BRICKA, HELENE, Redcliffe sq, West Brompton, Feb 16 Loxdales, Gloucester rd, South Kensington
BURGESS, GEORGE, Frodsham, Cheshire, Merchant Mar 25 Innes, Manchester
BURTON, WILLIAM HENRY, Sway, Hants Feb 18 Heppenstall & Clark, Lymington, Hants
CLARKE, ARTHUR THOMAS, Walton on Thames Mar 8 Letts Bros, Bartlett's bldgs
COLE, CATHERINE, Oxford Feb 27 Crossman & Co, Thornbury, Glos
COLE, CHARLES LIVESEY, Oxford Feb 27 Crossman & Co, Thornbury, Glos
DAVISON, JOHN, Micklegate, York, Innkeeper Mar 23 Turner, York
DEWEY, ELIZABETH, Sale, Chester Mar 1 Lea, Manchester
DUNN, ALICE, Frome, Somerset Feb 16 De Gex, Weymouth
EDNEY, EMMA, Bristol Feb 27 Danger & Cartwright, Bristol
EVANS, WILLIAM, Llandudno Mar 1 Chamberlain & Johnson, Llandudno
FRAMPTON, ALFRED JAMES, Southampton Mar 10 Swayne & Co, Southampton
HALES, HENRY, Kenley, Coulsdon, Surrey Mar 15 Whitford & Thorp, Budge row
HAMMOND, PHINEAS, Lordship rd, Stoke Newington, Merchant Feb 16 Tippetts, Maiden ln
HARROWER, THOMAS GORDON, Liverpool, Silk and Shipping Agent Mar 2 Norris & Sons, Liverpool
HAUTON, MARY ANN, Southsea, Hants Mar 1 Hamlins & Co, Surbiton
HAYNES, BARBARA, Bristol Feb 26 Tippetts, Maiden ln
HILL, CHARLES ALEXANDER, Liverpool Mar 8 Sampson & Co, Liverpool
HUDSON, THOMAS, Leeming, nr Bedale, Yorks, Joiner Mar 17 E D & B W Swarbrick Bedale
JONES, MARGARET, Abergwili, Carmarthen Feb 20 Picton & Co, Swansea
JORDAN, ANNE, Withernsea, Yorks Feb 27 Thompson & Co, Hull
JUDGE, MATTHEW EBENEZER, New Brighton, Cheshire, Fruit Merchant Mar 16 Gradwell & Co, Liverpool
LAWSON, JOHN THOMAS, Scarborough Mar 23 Turner, York
LUPTON, HENRY EDWARD, Accrington, Iron and Brass Founder Mar 20 Britcliffe & Son, Accrington
MORAN, MARY, Poland st, Oxford st Mar 1 Ingpen & Armitage, Raymond bldgs, Grays inn
NASH, ISAAC, Teddington, Middlx, Licensed Victualler Feb 23 Knapp-Fisher & Sons Buckingham gate
OGDEN, CHARLES RICHARD, Charing, Kent Mar 1 Harrison & Co, Raymond bldgs, Grays inn
OLDENBOURG, SOPHIA CAROLINA, Plymouth Mar 3 Webster & Watson, Newton Abbot, Devon
PARNELL, THOMAS, Scarborough, Estate Agent Mar 24 Cook & Co, Scarborough
PEARKS, TOM WILLIAM, Novern pl, Earl's Court Mar 8 Wild & Collins, St Lawrence House, Trump st
PETHICK, WILLIAM ARTHUR, Parton, Wilts Mar 6 Maxwell & Dampney, Bishopsgate
POULTER, CHARLES KELSON, Langport, Somerset Feb 28 Watts & Co, Yeovil
PRETTY, GEORGE BRAGGE, Thornlaw rd, West Norwood Feb 27 Burr & Berridge, Old Broad st
PRIESTLAND, Rev EDWARD, Spondon, Derby Feb 13 Simpson & Co, Derby
REDHEAD, MARY, Kendal, Westmorland Feb 15 Taylor & Son, Barrow in Furness
RICHARDS, CHARLES EDWARD, Harrogate Mar 15 Wade & Co, Bradford
ROSS, HELEN DICK, Tunbridge Wells Feb 26 Buss & Levett, Tunbridge Wells
ROBERTS, CHARLES, Rowfant rd, Balham Mar 1 Crosse & Sons, Lancaster pl Strand
ROBERTS, EMMA, Leeds Mar 8 Piercy, Leeds
ROWELL, HARRIET, Leeds Mar 6 Peckover & Co, Leeds
RYDING, CHARLES, Standish, Lancs Feb 17 Price & Jackson, Wigan
SAWYER, CHARLES, New Oxford st, Photographic Manufacturer Mar 14 Collyer-Bristow & Co, Bedford row
SHALLCROSS, AGNES, Llandulas, Denbigh Mar 1 Tyrer & Co, Liverpool
SHERLOCK, FREDERICK, Craven st, Charing Cross Mar 1 Marian Hayward Sherlock, Executrix
SOWRAY, GEORGE, Bishop Thornton, Yorks, Farmer Mar 25 Hutchinson, Ripon
SPRIGENS, HORACE PERCY, Bedford pl, Russell sq, Mariner Feb 26 Tippetts, Maiden ln
STURGIS, ROBERT OWEN, Richmond, Paper Stock Merchant Feb 26 Tippetts, Maiden ln
SWAYNE, WILLIAM HENRY, West Mariand-, Southampton, Solicitor Mar 10 Swayne & Co, Southampton
TAYLOR, JOSEPH, Oldham Mar 15 Ashcroft & Co, Oldham
TULLY, ANDREW PLUMMER, Evistones, nr Rochester Mar 15 Brown & Son, Newcastle upon Tyne
VIRGO, WILLIAM JAMES, Shamley Green, nr Guildford, Nurseryman Mar 1 Mead Guildford
WAINWRIGHT, JOHN CHARLES RAWLINSON, Maida Vale, Quarry Owner Mar 25 Naldrett, Shepton Mallet
WALLACE, JAMES, Warkworth, Northumberland Mar 27 Douglas, Alnwick
WEBB, EDWARD KENNEY, Albany, Cape of Good Hope Feb 18 Thorold & Co Regent st
WHERRY, ELIZABETH, Balham Park rd Mar 1 Moore, Derby

Bankruptcy Notices.

London Gazette.—FRIDAY, Jan. 22.

FIRST MEETINGS.

BARDSLEY, ERNEST, Manchester, Textile Merchant Jan 29 at 3.30 Off Rec, Byrom st, Manchester
BEER, EDWARD ALFRED, Turle rd, Tollington Park, Builder Feb 2 at 12 Bankruptcy bldgs, Carey st
CAPLAN, JOSEPH, Paul's Bakehouse ct, Godliman st, Mantle Manufacturer Feb 1 at 12 Bankruptcy bldgs, Carey st
CHARNOCK, GEORGE, Halifax, Contractor Feb 1 at 11.15 County Court House, Prescott st, Halifax
CORCORAN, ROBERT MICHAEL, Merthyr Tydfil, Hardware Dealer Feb 2 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil
COULTON, HAROLD, Bare, Morecambe, Lancs, Grocer Jan 30 at 11 Off Rec, 13, Winckley st, Preston
DE CONLAY, JAMES, Northumberland st, Regent's Park, Advertising Agent Feb 1 at 1 Bankruptcy bldgs, Carey st
DE WOLF, WALTER, Southport, Secretary Feb 2 at 1 Bankruptcy bldgs, Carey st
FRANKLAND, JOSEPH HENRY, Whitby, Yorks, Draper Jan 30 at 11 Off Rec, Court chambers, Albert rd, Middlesbrough
GOLDSMITH, ELIZABETH ANNIE, Heworth, Yorks Feb 1 at 3 Off Rec, The Red House, Duncombe pl, York
HARKER, JOHN HENRY, Oldham, Painter Feb 2 at 11.30 Off Rec, Greaves st, Oldham
HODSON, ROBERT, Northampton, Dealer in Antiques Jan 30 at 12 Off Rec, The Parade, Northampton
HORWITZ-RAY, Panton st Feb 2 at 11.30 Bankruptcy bldgs, Carey st
JELLIFF, FREDERICK WILLIAM, Seymour st, Clerk Feb 1 at 11.30 Bankruptcy bldgs, Carey st
LE VAY BROS, Church ln, Whitechapel, Boot Factors Feb 1 at 11 Bankruptcy bldgs, Carey st
LOWRY, JOHN MOFFAT, Maidstone Feb 1 at 11 9, King st Maidstone
MCKEOWN, JOHN, and ANDREW MCKEOWN, Burnley, Provision Merchants Jan 30 at 11.15 Off Rec, 13, Winckley st, Preston
MICHAEL, FREDERICK WILLIAM, Camberwell rd Feb 2 at 11 Bankruptcy bldgs, Carey st
PHILLIPS, J & E Tudor gr, Hackney, Shoe Manufacturers Feb 3 at 12 Bankruptcy bldgs, Carey st
ROBERTS, FREDERICK JOSEPH, Finchley rd, Antique Dealer Feb 3 at 1 Bankruptcy bldgs, Carey st
SOUTHERN, FREDERICK, Farnworth, nr Bolton, Iron-founder Jan 30 at 11 Off Rec, 19, Exchange st, Bolton

SACKS, ABRAHAM, Salford, Licensed Broker Jan 29 at 3 Off Rec, Byrom st, Manchester

STOCKEN, ALFRED, Fulham rd, Carriage Builder Feb 3 at 11.30 Bankruptcy bldgs, Carey st

SYKES, THOMAS JAMES, Crofton, Yorks, Clothier Jan 29 at 11 Off Rec, 21, King st, Wakefield

THORNES, HARRY, Dewsbury, Yorks, Solicitor's Clerk Feb 1 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

WOODING, EDWARD WILLIAMS, and EBENEZER THOMAS JAMES WOODING, Wolverhampton, Grocers Feb 2 at 12 Off Rec, 30, Lichfield st, Wolverhampton

ADJUDICATIONS.

BAMBER, JOSEPH, Coventry, Mechanic Coventry Pet Jan 20 Ord Jan 20

BEER, EDWARD ALFRED, Turle rd, Tollington Park, Builder High Court Pet Jan 20 Ord Jan 20

CADE, JOSEPH FRANCIS PARSONS, Belgrave st, Stepney, Boot Dealer High Court Pet Dec 11 Ord Jan 18

CHARNOCK, GEORGE, Halifax, Contractors Halifax Pet Jan 18 Ord Jan 18

COHEN, WALTER JAMES, Mare st, Hackney, Boot Manufacturer High Court Pet Dec 17 Ord Jan 20

CORCORAN, ROBERT MICHAEL, Merthyr Tydfil, Hardware Dealer Merthyr Tydfil Pet Jan 18 Ord Jan 18

GILBERT, AUGUSTUS WILLIAM MEDLEY, Welton by Lincoln, Inspector of Nuisances Lincoln Pet Jan 19 Ord Jan 19

GOLDSMITH, ELIZABETH ANNIE, Heworth, Yorks York Pet Jan 18 Ord Jan 18

GREGORY, ERNEST, Bramley, nr Rotherham, Draper Sheffield Pet Jan 19 Ord Jan 19

HEWITT, TOM, Scunthorpe, Lincs Great Grimsby Pet Jan 19 Ord Jan 19

JELLIFF, FREDERICK WILLIAM, Seymour st, Clerk High Court Pet Jan 18 Ord Jan 18

LEACH, JOHN, Mildenhall, Suffolk, General Warehouseman Bury St Edmunds Pet Jan 20 Ord Jan 20

SOUTHERN, FREDERICK, Farnworth, Lancs, Ironfounder Bolton Pet Jan 18 Ord Jan 18

STOCKEN, ALFRED, Fulham rd, Carriage Builder High Court Pet Dec 11 Ord Jan 19

STRUGGLES, JAMES, Bicker, Lincoln, Grocer Boston Pet Jan 19 Ord Jan 19

SYKES, THOMAS JAMES, Crofton, Yorks, Clothier Wakefield Pet Jan 15 Ord Jan 15

VENERS, HENRY STEPHEN, Kingston upon Hull, Confectioner Kingston upon Hull Pet Dec 18 Ord Jan 20

WHITEHEAD, HENRY, Coventry, Warwick, Plumber Coventry Pet Jan 18 Ord Jan 18

WOODING, EDWARD WILLIAMS, and EBENEZER THOMAS JAMES WOODING, Wolverhampton, Grocers Wolverhampton Pet Jan 19 Ord Jan 19

WRIGHT, HENRY EZRA, Scarborough, File Cutter Scarborough Pet Jan 18 Ord Jan 18

ADJUDICATIONS ANNULLED.

BIXON-BROWN, A, Copthall av High Court Adjud July 12, 1901 Annul Jan 19

ROE, WILLIAM, Maidenhead Windsor Adjud Dec 4, 1913 Annul Jan 14

London Gazette—TUESDAY, Jan. 26.

RECEIVING ORDERS.

EASTMEAD, JOSEPH EVANS, Central st, Old st, House Decorator High Court Pet Jan 21 Ord Jan 21

EYRE, ARTHUR NEVILLE, Evelyn mans, Victoria High Court Pet Dec 2 Ord Jan 22

FIELDING, WILLIAM ALBERT, Royton, Lancs, Drug Vendor Oldham Pet Jan 20 Ord Jan 20

FRENCH, ROBERT LEWIS, Durnsford rd, Wimbledon Park, Laundry Proprietor Wandsworth Pet Jan 23 Ord Jan 23

GAULTON, JAMES HUMPHREY, Tunstall, Staffs, Builder Hanley Pet Jan 22 Ord Jan 22

HAINSWORTH, JOSEPH ROSS, Farsley, Yorks, Printer Bradford Pet Jan 22 Ord Jan 22

HARDY, ANNIE, Ashborne, Derby Burton on Trent Pet Jan 7 Ord Jan 21

JAMES, LUCY ALICE, Barnham, Sussex Brighton Pet Jan 22 Ord Jan 22

JONES, GEORGE, Treherbert, Glam, Collier Pontypridd Pet Jan 23 Ord Jan 23

LANE, BENJAMIN JOHN, and HUNT, HENRY EDWARD WILLIAM, Portsmouth, Furniture Dealers Portsmouth Pet Jan 22 Ord Jan 22

MEADOWS, BEATRIX, Sloane st High Court Pet Jan 21 Ord Jan 21

ROGERS, JESSE, Sheffield, Licensed Victualler Sheffield Pet Jan 23 Ord Jan 23

TENCER, ABRAHAM, Great Prescott st, Minories, Tailor High Court Pet Dec 8 Ord Jan 21

TOOTH, ALEXANDER, Park Square House, Regent's Park High Court Pet Dec 30 Ord Jan 21

TURNER, FRED, Cleethorpes, Fish Merchant Great Grimsby Pet Jan 21 Ord Jan 21

WHITEHOUSE, WALTER, Lamb st, Spitalfields Market, Fruit Salesman High Court Pet Jan 22 Ord Jan 22

WILKINS, JAMES ALFRED, Treherbert, Glam, Confectioner Pontypridd Pet Jan 21 Ord Jan 21

FIRST MEETINGS.

ARRIS, M, Kingston upon Hull, Egg Merchant Feb 4 at 12 Off Rec, York City, Bank chmbrs, Lowgate, Hull

BELLINGHAM, FREDERICK CHARLES, nr Taunton Feb 4 at 1.30 Off Rec, City chmbrs, Catherine st, Salisbury

EASTMEAD, JOSEPH EVANS, Central st, Old st, House Decorator Feb 5 at 11 Bankruptcy bldgs, Carey st

EYRE, ARTHUR NEVILLE, Evelyn mans, Victoria Feb 5 at 12 Bankruptcy bldgs, Carey st

FIELDING, WILLIAM ALBERT, Royton, Lancs, Drug Vendor Feb 5 at 11.30 Off Rec, Greaves st, Oldham

GILBERT, AUGUSTUS WILLIAM MEDLEY, Welton br Lincoln, Inspector of Nuisances Feb 4 at 12.30 Off Rec 10, Bank st, Lincoln

GILDER, ARTHUR, Tackley, Oxford, Farmer Feb 4 at 11.30 1, St Aldate's, Oxford

HAINSWORTH, JOSEPH ROSS, Farsley, Yorks, Printer Feb 3 at 11 Off Rec, 12, Duke st, Bradford

HEWITT, TOM, Scunthorpe, Lincs Feb 4 at 10.30 Off Rec, St Mary's chmbrs, Great Grimsby

HOWARD, ARTHUR, Lincoln, Licensed Victualler Feb 4 at 12 Off Rec, 10, Bank st, Lincoln

JAMES, LUCY ALICE, Barnham, Sussex Feb 4 at 2.30 Off Rec, 12A, Marlborough pl Brighton

LAZERSON, ISAAC, Salford, Cycle Dealer Feb 3 at 2.30 Off Rec, Byrom st, Manchester

LEACH, JOHN, Mildenhall, Suffolk, General Warehouseman Feb 3 at 2.30 Off Rec, 36, Princes st, Ipswich

LIMBERT, WALTER, Holrmoorside, nr Chesterfield, Machine Finisher Feb 3 at 3 Off Rec, 4, Castle pl, Park st, Nottingham

MEADOWS, BEATRIX, Sloane st Feb 3 at 11 Bankruptcy bldgs, Carey st

NICOLLS, OLIVER HENRY ATKINS, Bath Feb 3 at 11.30 Off Rec, 26, Baldwin st, Bristol

PARKINSON, EDWIN, Manchester, Plumber Feb 3 at 3 Off Rec, Byrom st, Manchester

SENIOR, CHARLES HOCKENHULL, Stretford Lancs, Manufacturer Feb 3 at 3.30 Off Rec, Byrom st, Manchester

STRUGGLES, JAMES, Bicker, Lincs, Grocer Feb 9 at 2 Off Rec, 4 and 6, West st, Boston

TENCER, ABRAHAM, Great Prescott st, Minories, Tailor Feb 4 at 12 Bankruptcy bldgs, Carey st

TOOTH, ALEXANDER, Park Square House, Regent's Park Feb 4 at 11 Bankruptcy bldgs, Carey st

TURNER, FRED, Cleethorpes, Fish Merchant Feb 4 at 10.45 Off Rec, St Mary's chmbrs, Great Grimsby

WHITEHOUSE, WALTER, Lamb st, Spitalfields Market, Fruit Salesman Feb 4 at 11.30 Bankruptcy bldgs, Carey st

WHITELEY, ALBERT, Llandudno, Electrical Engineer Feb 5 at 12 Crypt chmbrs, Chester

WILKINS, JAMES ALFRED, Treherbert, Glam, Confectioner Feb 3 at 11.30 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd

WINTERINGHAM, GEORGE, Northampton, Engineer Feb 3 at 12 Off Rec, The Parade, Northampton

WOOD, CHARLES SIDNEY, Kennington, Kent, Butcher Feb 3 at 10.30 Off Rec, 68A, Castle st Canterbury

WRIGHT, HENRY EZRA, Scarborough, File Cutter Feb 2 at 4 Off Rec, 48, Westborough, Scarborough

YEOMANS, ROBERT BARNARD, Swaffham, Norfolk, Boot Maker Feb 3 at 12 Off Rec, 8, King st, Norwich

ADJUDICATIONS.

ANNIS, M, Kingston-upon-Hull, Egg Merchant Kingston-upon-Hull Pet Dec 14 Ord Jan 22

ARLINGTON, GEORGE HAWOOD ASTLEY, Alverston, Warwick, Farmer Warwick Pet Dec 19 Ord Jan 22

DE CONLAY, JAMES, Northumberland st, Regent's Park, Advertising Agent High Court Pet April 16 Ord Jan 21

EASTMEAD, JOSEPH EVANS, Central st, Old st, House Decorator High Court Pet Jan 21 Ord Jan 21

EVANS, ETHEL JOSEPHINE, Crouch End, Fancy Draper High Court Pet Oct 20 Ord Jan 22

FIELDING, WILLIAM ALBERT, Royton, Lancs, Drug Vendor Oldham Pet Jan 20 Ord Jan 20

FRENCH, ROBERT LEWIS, Durnsford rd, Wimbledon pk, Laundry Proprietor Wandsworth Pet Jan 23 Ord Jan 23

GAULTON, JAMES HUMPHREY, Tunstall, Staffs, Builder Hanley Pet Jan 22 Ord Jan 22

HAINSWORTH, JOSEPH ROSS, Farsley, Yorks, Printer Bradford Pet Jan 22 Ord Jan 22

HUBBARD, WILLIAM, Rodney st, Pentonville, Victualler High Court Pet Dec 1 Ord Jan 22

IZOD, GEORGE, Goldhawk rd, Shepherd's Bush, Picture Restorer High Court Pet Dec 17 Ord Jan 21

JAMES, LUCY ALICE, Barnham, Sussex Brighton Pet Jan 22 Ord Jan 22

JONES, GEORGE, Treherbert, Glam, Collier Pontypridd Pet Jan 23 Ord Jan 23

LANE, ALFRED WILLIAM, Portsmouth, House Furnisher Portsmouth Pet Jan 15 Ord Jan 20

LANE, BENJAMIN JOHN, AND HENRY EDWARD WILLIAM HUNT, Portsmouth, Furniture Dealers Portsmouth Pet Jan 22 Ord Jan 22

LAZERSON, ISAAC, Salford, Cycle Dealer Salford Pet Jan 18 Ord Jan 23

MCADOREY, THOMAS, Manchester, Calico Printer Manchester Pet Jan 4 Ord Jan 22

MEADOWS, BEATRIX, Sloane st, High Court Pet Jan 21 Ord Jan 21

NEWCOMB, VICTOR EGAN, Rutland gate High Court Pet Dec 7 Ord Jan 23

PAINE, HERBERT, Worthing, Engineer Brighton Pet Jan 8 Ord Jan 22

RHODES, JESSE, Sheffield, Licensed Victualler Sheffield Pet Jan 23 Ord Jan 23

ROBERTS, FREDERICK JOSEPH, Finchley rd, Antique Dealers High Court Pet Jan 20 Ord Jan 22

SEAHOLME, LEO., and EDITH SEAHOLME, Great Windmill st, Cinematograph Proprietors High Court Pet Oct 7 Ord Jan 21

SEAHOLME, LEO, Cheam, Surrey Cinema Proprietor High Court Pet Oct 15 Ord Jan 21

THORNES, HARRY, Dewsbury, Solicitors' Clerk Dewsbury Pet Jan 16 Ord Jan 22

THORNLEY, NATHAN, Manchester Chemist Salford Pet Dec 30 Ord Jan 21

TOOTH, ALEXANDER, Park Square House, Regent's Park High Court Pet Dec 30 Ord Jan 21

TURNER, FRED, Cleethorpes, Fish Merchant Great Grimsby Pet Jan 21 Ord Jan 21

WILKINS, JAMES ALFRED, Treherbert, Glam, Confectioner Pontypridd Pet Jan 21 Ord Jan 21

London Gazette.—FRIDAY, Jan. 29.

RECEIVING ORDERS.

ARTHURTON, HARRY, Honingham, Norfolk, Farmer Norwich Pet Jan 22 Ord Jan 25

BLUM, BESSIE, Higher Broughton, Salford Manchester Pet Jan 25 Ord Jan 25

BORRODELL, CHARLES CARTER, Southend on Sea, Corn Merchant Chelmsford Pet Jan 27 Ord Jan 27

BRECKMAN, ISADORE, Curtain rd, Furniture Manufacturer High Court Pet Dec 19 Ord Jan 25

BUTLER, JOHN HENRY, Itchen, Southampton, Baker Southampton Pet Jan 27 Ord Jan 27

CORNALL, SIMON, Kingston upon Hull, Baker Kingston upon Hull Pet Jan 26 Ord Jan 26

CRAVENS, F B, Hennston, Oregon, U S A High Court Pet Sept 25 Ord Jan 26

DARNALL, JOHN OSWALD BAILEY, Coventry, Confectioner Coventry Pet Jan 25 Ord Jan 25

DAVIES, ARTHUR LLEWELLYN, Mount Pleasant Swansea Master Mariner Swansea Pet Jan 25 Ord Jan 25

DAVIES, WALTER MEREDITH, North Weald, Epping, Essex Licensed Victualler High Court Pet Jan 15 Ord Jan 25

DURSTON, FRANK, Cwmaman, Aberdare, Collier Aberdare Pet Jan 26 Ord Jan 26

GREEN, A, Kew Green, Surrey, House Agent, Wandsworth Pet Nov 9 Ord Jan 26

GREEN, CHARLES EDWARD, Crawley, Sussex, Hotel Proprietor Brighton Pet Jan 24 Ord Jan 26

GRIFFITHS, HARRY FRED, Worcester, Baker Worcester Pet Jan 27 Ord Jan 27

HAMMOND, SYDNEY, Kingston upon Hull, Stationer Kingston upon Hull Ord Jan 27 Pet Jan 27

HANCY, ALFRED, Bungay, Suffolk, Coal Merchant Great Yarmouth Pet Jan 13 Ord Jan 26

HERMAN, HYMAN, Parkholme rd, Dalston, Cabinet Manufacturer High Court Pet Sept 26 Ord Dec 22

HOLLIDAY, GEORGE WILLIAM, Chellaston, Derby, Farmer Derby Pet Jan 27 Ord Jan 27

MOLDEN, EDWIN WILLIAM, Langham rd, Tottenham, Nurseryman Edmonton Pet Jan 26 Ord Jan 26

PATRICK, WILLIAM HENRY, Castleford, Yorks, Cycle Dealer Wakefield Pet Jan 14 Ord Jan 25

PETTIT, PERCY WILLIAM ARTHUR, Windsor, Tailor Windsor Pet Jan 25 Ord Jan 25

PINNOCK, EDMUND, Ullesthorpe, Leicester, Licensed Victualler Leicester Pet Jan 26 Ord Jan 26

ROBERTSON, ROBERT TAYLOR DOUGLAS, Broad Street av Accountant High Court Pet Nov 10 Ord Dec 10
SMITH, FLORENCE HINDES, Oakwood ct, Kensington Hastings Pet Nov 11 Ord Jan 26
STAINSBY, ARTHUR, Swinton, Lancs, Grocer Salford Pet Jan 27 Ord Jan 27
STARLING, EDWIN WESLEY, Holt, Norfolk, Licensed Hawker Norwich Pet Jan 26 Ord Jan 26
TAYLOR, OWSTON, Scarborough, Cab Proprietor Scarborough Pet Jan 27 Ord Jan 27
TAYLOR, WILLIAM, Rainford, Lancs, Farmer Liverpool Pet Jan 25 Ord Jan 25
THOMPSON, ANNE, Chester Chester Pet Jan 26 Ord Jan 26
TRIM, WILLIAM JAMES, Woolwich, Shosing Smith Dorchester Pet Jan 26 Ord Jan 26
WATERFALL, JOHN HAROLD, Walsall, Advertisement Manager Walsall Pet Jan 26 Ord Jan 26
WHALLEY, ALBERT, Darwen, Iron Erector Blackburn Pet Jan 26 Ord Jan 26

FIRST MEETINGS.

ARTHURTON, HARRY, Honingham, Norfolk, Farmer Feb 6 at 3.30 Off Rec 8, King st, Norwich
BAMBER, JOSEPH, Coventry, Mechanic Feb 8 at 11 Off Rec, 8, High st, Coventry
BRECKMAN, ISADORE, Curtain rd, Furniture Manufacturer Feb 8 at 12 Bankruptcy bldgs, Carey st
CORNALL, SIMON, Kingston upon Hull, Baker Feb 5 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
CRAVEN, F B, Hennston, Oregon, U S A Feb 9 at 11 Bankruptcy bldgs, Carey st
DAVIES, WALTER, MEREDITH, North Weald, Epping, Essex, Licensed Victualler Feb 8 at 1 Bankruptcy bldgs, Carey st
DURSTON, FRANK, Cwmaman, Aberdare, Collier Feb 8 at 11.30 Off Rec, St. Catherine's chmbrs, St. Catherine st, Pontypridd
FRENCH, ROBERT LEWIS, Durnsford rd, Wimbledon Park, Laundry Proprietor Feb 5 at 11 132, York rd, Westminster Bridge rd
GAULTON, JAMES HUMPHREY, Tunstall, Staffs, Builder Feb 5 at 11.30 Off Rec, King st, Newcastle, Staffordshire
GREEN, CHARLES EDWARD, Crawley, Sussex Hotel Proprietor Feb 8 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
HERMAN, HYMAN, Parkholme rd, Dalston, Cabinet Manufacturer Feb 8 at 11 Bankruptcy bldgs, Carey st
JONES, GEORGE, Treherbert, Glam, Collier Feb 8 at 11 15 Off Rec, St Catherine's chmbrs Catherine st, Pontypridd
LANE, ALFRED WILLIAM, Portsmouth, House Furnisher Feb 8 at 12 Off Rec, Cambridge junc, High st, Portsmouth
LANE, BENJAMIN JOHN, and HENRY EDWARD WILLIAM HUNT, Portsmouth, Furniture Dealer Feb 8 at 12.30 Off Rec, Cambridge junc, High st, Portsmouth
LOCAN, JAMES, Salford, Builder Feb 5 at 3.30 Off Rec, Byrom st, Manchester
MCADOREY, THOMAS, Heaton Moor, Stockport, Calico Printer Feb 5 at 3 Off Rec, Byrom st, Manchester
MOLDEN, EDWIN WILLIAM, Langham rd, Tottenham, Nurseryman Feb 9 at 11 14, Bedford row
PATRICK, WILLIAM HENRY, Castleford, Yorks, Cycle Dealer Feb 8 at 11 Off Rec, 21, King st, Wakefield
PINNOCK, EDMUND, Ullesthorpe, Leicester, Licensed Victualler Feb 5 at 11 Off Rec, 1, Berridge st, Leicester
WATERFALL, JOHN HAROLD, Walsall, Advertisement Manager Feb 9 at 12 Off Rec, 30, Lichfield st, Wolverhampton
WHITEHEAD HENRY, Coventry, Plumber Feb 5 at 11 Off Rec, 8, High st, Coventry
WILLIAMS, FREDERIC NEWTON, Brentford, Medical Practitioner Feb 9 at 11.30 14, Bedford row

ADJUDICATIONS.

BLUM, BESSIE, Higher Broughton, Salford Manchester Pet Jan 25 Ord Jan 25
BORRODELL, CHARLES CARTER, Southend on Sea, Corn Merchant Chelmsford Pet Jan 27 Ord Jan 27
BUTLER, JOHN HENRY, Itchen, Southampton, Baker Southampton Pet Jan 27 Ord Jan 27
CORNALL, SIMON, Kingston upon Hull, Baker Kingston upon Hull Pet Jan 26 Ord Jan 26
DAVIES, ARTHUR LLEWELLYN, Mount Pleasant, Swansea, Master Mariner Swansea Pet Jan 26 Ord Jan 26
DURSTON, FRANK, Cwmaman, Aberdare, Collier Aberdare Pet Jan 26 Ord Jan 26
GILL, J WITHERS, Brockenhurst, Hants Southampton Pet April 27 Ord Jan 25
GREEN, CHARLES EDWARD, Crawley, Sussex, Hotel Proprietor Brighton Pet Jan 26 Ord Jan 26
GRIFFITHS, HARRY FRED, Worcester, Baker Worcester Pet Jan 27 Ord Jan 27
HAMMOND, SYDNEY, Kingston upon Hull, Stationer Kingston upon Hull Pet Jan 27 Ord Jan 27
HOLLIDAY, GEORGE WILLIAM, Chellaston, Derby, Farmer Derby Pet Jan 27 Ord Jan 27
LE VAY, WILLIAM, and MOSES MONTEFIORE LE VAY, Church ln, Whitechapel, Boot Factors High Court Pet Dec 19 Ord Jan 26
MICHAEL, FREDERICK WILLIAM, Camberwell rd High Court Pet Jan 20 Ord Jan 26
MOLDEN, EDWIN WILLIAM, Langham rd, Tottenham, Nurseryman Edmonton Pet Jan 25 Ord Jan 25
PARKINSON, EDWIN, Moston, Manchester, Plumber Manchester Pet Dec 7 Ord Jan 25
PETTIT, PERCY WILLIAM ARTHUR, Windsor, Tailor Windsor Pet Jan 25 Ord Jan 25
PINNOCK, EDMUND, Ullesthorpe, Leicester Licensed Victualler Leicester Pet Jan 26 Ord Jan 26
STAINSBY, ARTHUR, Swinton, Lancs, Grocer Salford Pet Jan 27 Ord Jan 27
STARLING, EDWIN WESLEY, Holt, Norfolk, Licensed Hawker Norwich Pet Jan 26 Ord Jan 26
TAYLOR, OWSTON, Scarborough, Cab Proprietor Scarborough Pet Jan 27 Ord Jan 27
TAYLOR, WILLIAM, Rainford, Lancs, Farmer Liverpool Pet Jan 25 Ord Jan 25
TENCER, ABRAHAM, Great Prescott st, Minories, Tailor High Court Pet Dec 8 Ord Jan 25
THOMPSON, ANNE, Chester Chester Pet Jan 26 Ord Jan 26
TRIM, WILLIAM JAMES, Woolwich, Shosing Smith Dorchester Pet Jan 26 Ord Jan 26
WATERFALL, JOHN HAROLD, Walsall, Advertisement Manager Walsall Pet Jan 26 Ord Jan 27
WHALLEY, ALBERT, Darwen, Iron Erector Blackburn Pet Jan 26 Ord Jan 26
WHITEHOUSE, WALTER, Lamb st, Spitalfields Market, Fruit Salesman High Court Pet Jan 22 Ord Jan 27

London Gazette—TUESDAY, Feb. 2.

RECEIVING ORDERS.

ANDERSON, JOHN, Ladywell, Kent, Bank Clerk Greenwich Pet Jan 27 Ord Jan 27
AVES, FRANK HOWARD, Great Shelford, Cambs, Merchant Cambridge Pet Jan 29 Ord Jan 29
BAKER, BERTRAM HERBERT, Bargoed, Glam, Plumber Merthyr Tydfil Pet Jan 28 Ord Jan 28
BIRRELL, ARTHUR CHARLES, Cluddeley, nr Wellington, Salop, Farmer Shrewsbury Pet Jan 29 Ord Jan 29
BOWIE, HENRY DRUMMOND, Bromley, Kent, Ironmonger Croydon Pet Jan 16 Ord Jan 28
BRUCE, ROBERT, Sale, Cheshire, Commercial Traveller Manchester Pet Jan 29 Ord Jan 29
DAVIES, WILLIAM REES, Penyrheol, Glam, Outfitter Pontypridd Pet Jan 4 Ord Jan 28
DAVIS, SARAH JANE, Worcester Worcester Pet Jan 29 Ord Jan 30
DIBLE, WILLIAM, and JAMES DIBLE, Southampton' Woodship Builders Southampton Pet Jan 28 Ord Jan 28
FRAYNE, JAMES, Bradford Bradford Pet Jan 30 Ord Jan 30
GARD, JOSEPH, Chulmleigh, Devon, Farmer Barnstaple Pet Jan 29 Ord Jan 29
GRAHAM, WILLIAM WOODVILLE, Smithills, Bolton Bolton Pet Jan 28 Ord Jan 28
HAMMOND, WILLIAM, Kingston upon Hull, Stationer Kingston upon Hull Pet Jan 29 Ord Jan 29
HAYES, ALBERT THOMAS, Ebbw Vale, Mon, Boot Dealer Tredegar Pet Jan 28 Ord Jan 28
KAISER, SIGMUND, Normanton, Yorks, Jeweller, etc. Wakefield Pet Jan 19 Ord Jan 29
NICKLIN, SELINA, Leicester Leicester Pet Jan 19 Ord Jan 28
PRENTIS, FRANK HERBERT, Seven Kings, Essex, Engineer Chelmsford Pet Jan 28 Ord Jan 28
ROBERTS, JOHN THOMAS, Manchester, Retail Fruiterer Manchester Pet Dec 31 Ord Jan 28
STANLEY, JOHN WILLIAM, Quadring, Lincoln, Innkeeper Peterborough Pet Jan 28 Ord Jan 28
STERD, ALFRED J, Stonebridge Park, Middlx, Clerk High Court Pet Dec 21 Ord Jan 28
WENMAN, WILLIAM, Friday st, Furrier High Court Pet Dec 21 Ord Jan 28
WHITE, GEORGE HENRY, Easton, Bristol, Cabinet Maker Bristol Pet Jan 29 Ord Jan 29

Amended Notice substituted for that published in the London Gazette of Jan 12:

TRANTER, ARTHUR, Droitwich, Worcester, Builder Worcester Pet Jan 6 Ord Jan 6

FIRST MEETINGS.

ANDERSON, JOHN, Lewisham High rd, Kent, Bank Clerk Feb 9 at 11 132, York rd, Westminster Bridge rd
BAKER BERTRAM HERBERT, Bargoed, Glam, Plumber Feb 11 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
BIRRELL, ARTHUR CHARLES, Cluddeley, near Wellington, Salop, Farmer Feb 9 at 2.30 Off Rec, 22, Swan hill, Shrewsbury
BOWIE, HENRY DRUMMOND, Bromley, Kent, Ironmonger Feb 9 at 12.30 132, York rd, Westminster Bridge rd
BUTLER, JOHN HENRY, Itchen, Southampton, Baker Feb 10 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton
DAVIES, WILLIAM REES, Penyrheol, Glam, Outfitter Feb 11 at 11.45 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
DAVIES, WILLIAM ROBERT, Aberkenfig, Glam, Grocer Feb 11 at 3 Off Rec, 117, St Mary st, Cardiff
DIBLE, WILLIAM, and JAMES DIBLE, Southampton, Woodship Builders Feb 10 at 3 Off Rec, Midland Bank chmbrs, High st, Southampton
DUCKENFIELD, HENRY BINGLEY, Sheffield Feb 9 at 11.30 Off Rec, Figtree ln, Sheffield
FRAYNE, JAMES, Bradford Feb 11 at 11 Off Rec, 12, Duke st, Bradford
GRAHAM, WILLIAM WOODVILLE, Smithills, Bolton Feb 11 at 11.30 Off Rec, 19, Exchange st, Bolton
GREEN, A, Kew Green, Surrey, House Agent Feb 9 at 11.30 132, York rd, Westminster Bridge rd
GREGORY, ERNEST, Bramley, nr Rotherham, Draper Feb 9 at 12 Off Rec, Figtree ln, Sheffield
GRIFFITHS, HARRY FRED, Worcester, Baker Feb 10 at 11 Off Rec, 11, Copenhagen st, Worcester
HAMMOND, SYDNEY, and WILLIAM HAMMOND, Kingston upon Hull, Stationers Feb 12 at 12 Off Rec, York City Bank chmbrs, Lowgate, Hull
HANCY, ALFRED, Bungay, Suffolk, Coal Merchant Feb 10 at 12.30 Off Rec, 8, King st, Norwich
HOLLIDAY, GEORGE WILLIAM, Chellaston, Derby, Farmer Feb 9 at 12 Off Rec, 12, St Peter's churchyard, Derby
NICKLIN, SELINA, Leicester Feb 9 at 3 Off Rec, 1, Berridge st, Leicester
PETTIT, PERCY WILLIAM ARTHUR, Windsor, Tailor Feb 9 at 10.30 14, Bedford row
ROBERTSON, ROBERT TAYLOR DOUGLAS, Broad st av, Accountant Feb 10 at 11 Bankruptcy bldgs, Carey st
SMITH, FLORENCE HINDES, Oakwood ct, Kensington Feb 11 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
STAINSBY, ARTHUR, Swinton, Lancs, Grocer Feb 9 at 3 Off Rec, Byrom st, Manchester
STARLING, EDWIN WESLEY, Holt, Norfolk, Licensed Hawker Feb 10 at 12 Off Rec, 8, King st, Norwich
STERD, ALFRED J, Stonebridge Park, Middlx, Clerk Feb 10 at 12 Bankruptcy bldgs, Carey st
TAYLOR, OWSTON, Scarborough, Cab Proprietor Feb 9 at 4 Off Rec, 48, Westborough, Scarborough
TAYLOR, WILLIAM, Rainford, Lancs, Farmer Feb 9 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
THOMPSON, ANNE, Chester Feb 10 at 12 Crypt chmbrs, Chester
WENMAN, WILLIAM, Friday st, Furrier Feb 10 at 11.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ANDERSON, JOHN, Ladywell, Kent, Bank Clerk Greenwich Pet Jan 27 Ord Jan 27
AVES, FRANK HOWARD, Great Shelford, Cambs, Merchant Cambridge Pet Jan 29 Ord Jan 29
BAKER, BERTRAM HERBERT, Bargoed, Glam, Plumber Merthyr Tydfil Pet Jan 28 Ord Jan 30
BIRRELL, ARTHUR CHARLES, Cluddeley, nr Wellington, Salop, Farmer Shrewsbury Pet Jan 29 Ord Jan 29
BRECKMAN, ISAAC, Curtain rd, Furniture Manufacturer High Court Pet Dec 19 Ord Jan 28
BRUCE, ROBERT, Sale, Cheshire, Commercial Traveller Manchester Pet Jan 29 Ord Jan 29
DAVIES, WILLIAM REES, Penyrheol, Glam, Outfitter Pontypridd, Pet Jan 4 Ord Jan 29
DE WOLF, WALTER, Southport, Lancs, Secretary High Court Pet Nov 28 Ord Jan 28
DIBLE, WILLIAM, and JAMES DIBLE, Southampton, Woodship Builders Southampton Pet Jan 28 Ord Jan 28
FRAYNE, JAMES, Bradford Bradford Pet Jan 30 Ord Jan 30
GARD, JOSEPH, Chulmleigh, Devon, Farmer Barnstaple Pet Jan 29 Ord Jan 29
GRAHAM, WILLIAM WOODVILLE, Bolton Bolton Pet Jan 28 Ord Jan 28
HAMMOND, WILLIAM, Kingston upon Hull, Stationer Kingston upon Hull Pet Jan 29 Ord Jan 29
HAYES, ALBERT THOMAS, Ebbw Vale, Mon, Boot Dealer Tredegar Pet Jan 28 Ord Jan 28
NICKLIN, SELINA, Leicester Leicester Pet Jan 19 Ord Jan 28
PHILLIPS, ISRAEL JOSEPH, Tudor grove, Hackney, Shoe Manufacturer High Court Pet Dec 22 Ord Jan 28
PRENTIS, FRANK, HERBERT, Seven Kings, Essex, Engineer Chelmsford Pet Jan 28 Ord Jan 28
STANLEY, JOHN WILLIAM, Quadring, Lincs, Innkeeper Peterborough Pet Jan 28 Ord Jan 28
STERD, ALFRED JOSEPH, Stonebridge Park, Middlx, Clerk High Court Pet Dec 21 Ord Jan 30
WHITE, GEORGE HENRY, Easton, Bristol, Cabinet Maker Bristol Pet Jan 29 Ord Jan 29